

TOWN OF PARKER COUNCIL AGENDA
July 2, 2018

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**

B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**

C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **CONSENT AGENDA**

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. *APPROVAL OF MINUTES - June 11 & June 18, 2018*

B. *ASSIGNMENT AND ASSUMPTION AGREEMENT FOR MEADOWLARK ANNEXATION AGREEMENT*

Department: Town Attorney, Jim Maloney

- C. *ORDINANCE NO. 1.513 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker
Department: Community Development, Randy Sale
Second Reading: July 16, 2018
- D. *ORDINANCE NO. 5.06.41 - First Reading*
A Bill for an Ordinance to Amend Various Sections of Title 9 of the Parker Municipal Code Concerning Animals
Department: Police Department, Doreen Jokerst
Second Reading: July 16, 2018
- E. *ORDINANCE NO. 9.267.1 - First Reading*
A Bill for an Ordinance Approving the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-059.19A Project No. 106722 by and between Urban Drainage and Flood Control District and the Town of Parker
Department: Engineering/Public Works, Jacob James
Second Reading: July 16, 2018
- F. *CONTRACTS OVER \$100,000*
1. *Contract Amendment No. 1 - Development Design Standards Rewrite Project*
Amount: Amended \$23,558.21
Contractor: Urban Design Associates, Ltd.
Department: Community Development, Carolyn Washee-Freeland

8. **PUBLIC HEARINGS**

- A. **LOT 1 - TRACTS 8 & 9 BLAIR INDUSTRIAL CENTER TRACTS 7, 8, 9, First Amendment - Use by Special Review**
Applicant: Ellis Properties LLC, Carl Ellis
Location: Progress Way south of Progress Lane
Department: Community Development, Ryan McGee
TRAKiT No. Z16-024

B. TRAILS AT CROWFOOT - Preliminary Plan Amendment No. 1

Applicant: Chris Elliott, E5X Management Inc.
Location: Bayou Gulch Road and North Pinery Parkway
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB17-057

C. CORPORATE PARK AT STONEGATE - Rezoning

Applicant: Zak Kessler, Woodspear Properties
Location: North of E-470, south of Parkerhouse Road and west of Jordan Road
Department: Community Development, Stacey Nerger
TRAKiT No. Z17-019

ORDINANCE NO. 3.316.1 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Corporate Park at Stonegate Property from Modified Light Industrial to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

D. PINE LANE AND PARKER ROAD PROPERTIES - Annexation and Zoning

Applicants: HDG of Parker, LLC; Pine Lane Plaza, LLC; Peakview Parker, LLC; Durham Douglas Properties; Lattner Investment Group; S & Jabez, LLC; Car Bis Co Park, LLC
Town of Parker Community Development Department (as to zoning)
Location: Northwest and Southeast Corners of Parker Road and OP
Department: Community Development, Stacey Nerger
TRAKit No.: ANX18-002 and Z18-010

- (1) RESOLUTION NO. 18-046**
A Resolution To Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Pine Lane and Parker Road Properties for Annexation into the Town of Parker
- (2) ORDINANCE NO. 2.261 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Lane and Parker Road Properties in Douglas County
- (3) ORDINANCE NO. 3.335 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Lane and Parker Road Properties to Modified C-Commercial District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith
- (4) ANNEXATION AGREEMENTS - Cars MTI-1, L.P.; Durham Douglas Properties, LLC; HGD of Parker LLC; Lattner Investment Group LLC; Peakview Parker LLC; Pine Lane Plaza, LLC; S & Jabez, LLC**

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

July 2, 2018

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Town Administrator Evaluation Process

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

2. Proposed Shopping Center Assistance Program

"To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

3. Proposed termination of access easement on Lincoln Meadows Property

4. Proposed sale of a portion of Sun Way right-of-way

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

5. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court
Case No. 2018CV030354

**TOWN OF PARKER COUNCIL
MINUTES
JUNE 11, 2018**

Mayor Mike Waid called the meeting to order at 7:03 p.m. Councilmembers Amy Holland and John Diak were absent.

PUBLIC COMMENTS

Mayor Waid opened Public Comments at 7:03 p.m.

The following individuals spoke in favor of Resolution 18-044:

- Mitch Maulick 15314 Grasslands Dr. Also submitted a letter submitted
- Rich Russo - 8489 Canyon Rim Cir. #301, Parker
- Claudia Forde - 8521 Dove Ridge Way, Parker
- Curtis Hayes - 15825 Club Ridge, Parker
- Doug Forde, 8527 Dove Ridge, Parker
- Stacy Paul-Tickey - 12332 N. 4th St, Parker

Mayor Waid closed Public Comments at 7:09 p.m.

RESOLUTION NO. 18-044

A Resolution to Deny the Motion for Reconsideration filed with the Town by Vista South, LLC, and Mountain Waste-South, LLC, Pursuant to C.R.S. § 31-12-116(2)(A)(II), Following Notice and Hearing

Department: Town Attorney, Jim Maloney

Vista South, LLC, and Mountain Waste-South, LLC (collectively “Vista South”), filed a Motion for Reconsideration, dated April 25, 2018 (the “Motion”) requesting that the Town Council reverse its approval of Ordinance No. 2.259 known as the “Annexation Ordinance” and Ordinance No. 3.333 known as the “Zoning Ordinance.” On June 4, 2018, the Town Council held a hearing to address Vista South’s Motion for Reconsideration. The Town Council deferred its decision on the Motion for Reconsideration until tonight.

Mayor Waid stated that a vote in the affirmative is a vote to deny the Motion for Reconsideration.

Joshua Rivero moved to approve Resolution No. 18-044.

Josh Martin seconded the motion.

The motion was approved unanimously.

There being no further business to come before Council, the meeting was adjourned at 7:12 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

Prepared by: Chris Vanderpool, Deputy Town Clerk

**TOWN OF PARKER COUNCIL
MINUTES
JUNE 18, 2018**

Mayor Mike Waid called the meeting to order at 5:32 p.m. Councilmember Joshua River was absent.

Jim Maloney announced the topics for the Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(b) there were three (3) items; the first was to receive legal advice on specific legal questions regarding Vista South, LLC, et al v. City of Centennial, et al Douglas County District Court Case No. 2018CV030354; the second was to receive legal advice on specific legal questions regarding Pawnee Daniels Park 375Kv Project; and the third was to receive legal advice on specific legal questions regarding Chapters 13.06 and 13.07 of the Parker Municipal Code concerning residential roadway buffers.

EXECUTIVE SESSION

Amy Holland moved and Josh Martin seconded to go into Executive Session at 5:33 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Josh Martin moved and Amy Holland seconded to adjourn the Executive Session at 6:15 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Mike Waid reconvened the meeting at 7:00 p.m.

Youth from the audience led the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES - None

PUBLIC COMMENTS

7:01 P.M.

Stephen Curtis - 22104 E. Idylwilde Drive, Parker - Requested Town Council to reconsider the approval of the proposed red light at Idylwilde Drive.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL - None

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - June 4, 2018*
- B. *THIRD ADDENDUM TO AGREEMENT FOR POSSESSION AND USE - Norton*
Department: Town Attorney, Jim Maloney

C. *ORDINANCE NO. 3.316.1 - First Reading*

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Corporate Park at Stonegate Property from Modified Light Industrial to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Stacey Nerger

TRAKiT No.: Z17-019

Second Reading: July 2, 2018

D. *PINE LANE AND PARKER ROAD PROPERTIES - Annexation and Zoning*

*Applicants: HDG of Parker, LLC; Pine Lane Plaza, LLC; Peakview Parker, LLC; Durham Douglas Properties; Lattner Investment Group; S & Jabez, LLC; Car Bis Co Park, LLC
Town of Parker Community Development Department (as to zoning)*

Location: Northwest and Southeast Corners of Parker Road and OP

Department: Community Development, Stacey Nerger

TRAKiT No.: ANX18-002 and Z18-010

Second Reading: July 2, 2018

(1) *ORDINANCE NO. 2.261 - First Reading*

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Lane and Parker Road Properties in Douglas County

(2) *ORDINANCE NO. 3.335 - First Reading*

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Lane and Parker Road Properties to Modified C-Commercial District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

E. *ORDINANCE NO. 1.507.3 – First Reading*

A Bill for an Ordinance to Adopt the 2018 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

Finance, Rhonda Willey

Second Reading: July 2, 2018

F. RESOLUTION NO. 18-045

A Resolution to Appoint the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission

Department: Community Development, Rosemary Sietsema

G. CONTRACTS OVER \$100,000

1. Canterbury Parkway and Idyllwilde Drive Traffic Signal (CIP18-010)

Amount: \$245,413

Contractor: Paonia, Inc.

Department: Public Works & Engineering, Chris Hudson

2. Sierra Middle School Detention Pond Improvements (CIP18-017)

Amount: \$115,166.38

Contractor: Iron Woman Construction and Environmental Services LLC

Department: Public Works & Engineering, Kurt Patrick

Renee Williams moved to approve the Consent Agenda Items 5A through 5G with the exception of Item 5E.

Josh Martin seconded the motion.

The motion was approved unanimously.

Renee Williams moved to continue the second reading of Item 5E (Ordinance No. 1.507.3) to July 16, 2018.

Amy Holland seconded the motion.

The motion was approved unanimously.

PRESENTATION OF CAFR BY CLIFTONLARSONALLEN LLP

Rhonda Willey introduced Jake Huolihan of CliftonLarsonAllen, LLP. He explained what the Comprehensive Annual Financial Report (CAFR) is and stated that the Town's financials are fair, clear and concise and gave the Town an unmodified opinion. The CAFR can be found on the Town's web site.

PUBLIC HEARINGS

Tax and Fee Assistance Program Agreement for Takoda Tavern, LLC

Department: Economic Development, Matt Carlson

7:11 P.M.

Matt Carlson described Takoda's business concept and described the new site for Takoda Tavern. Matt stated Takoda Tavern, LLC filed an application with the Town to participate in

the Tax and Fee Assistance Program (TAP) pursuant to Parker Municipal Code 4.02. Based on Town Council direction, staff is recommending a TAP agreement to include:

1. a rebate of 50% of building permit fees and construction use taxes; and
2. a rebate of 50% of increased sales tax (excluding lodging taxes) for a period not to exceed five (5) years; and,
3. the combined maximum rebate of all fees and taxes shall not exceed \$110,000.

The Applicant, Bob Nobles, 6280 N. Woodglenn Dr., and introduced himself. He added to staff's presentation that the tavern has been operational for nine years.

Public Comment - None

Josh Martin moved to approve the Tax and Fee Assistance Program Agreement for Takoda Tavern, LLC.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 8.28.6 - Second Reading

A Bill for an Ordinance to Amend Section 4.03.030 and Subsection 4.03.200(a) of the Parker Municipal Code Concerning Sales Tax and Qualified Nonprofit Organizations

**Department: Finance, Mary Lou Brown
Finance, Linda Quade**

The Parker Municipal Code imposes sales tax on all non-profit organizations that do not meet the charitable purpose test set forth in Section 4.03.200(a)(2) of the Code. The Code relies on the following definition of a charitable organization, adopted in 2017 as part of the Town's revision of the Code consistent with the adoption of the CML standard sales tax definitions as applied to the Town:

Charitable organization means any entity which:

- (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code; and
- (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.

Code Section 4.03.030, as revised, includes the definition for qualified nonprofit organizations, and Code Section 4.03.200(a)(2), exempts from sales tax "(a)ll sales made to, billed directly to, and paid directly by, a qualified nonprofit organization.

Public Comment - None

Renee Williams moved to approve Ordinance No. 8.28.6 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 8.28.7 - Second Reading

A Bill for an Ordinance to Amend Subsection 4.03.200(a) of the Parker Municipal Code Concerning Sales Tax on Gas and Electric Service

**Department: Finance, Mary Lou Brown
Finance, Linda Quade**

The proposed ordinance amendment adds gas and electric service and the sale and purchase of electricity or gas for industrial use to the list of goods and services that are exempt from sales tax.

Public Comment - None

John Diak moved to approve Ordinance No. 8.28.7 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 4.89.4 - Second Reading

A Bill for an Ordinance to Amend Section 11.01.030 of the Parker Municipal Code Concerning the Parker Administrative Code

Department: Town Attorney, Jim Maloney

Ordinance No. 4.89.3 authorizes the Town, by amending Section 11.01.030 of the Parker Municipal Code, to enforce violations by developers/contractors of the rules and regulations of the water and sewer providers that serve the Town by the issuance of stop work orders and to authorize the Town to withhold building permits for projects that are not in compliance with all applicable public utility requirements and regulations.

Public Comment - None

Josh Martin moved to approve Ordinance No. 4.89.4 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 3.01.25.3 - Second Reading

A Bill for an Ordinance to Amend Section 13.10.160 of the Parker Municipal Code to Ensure Compliance of New Construction with Public Utility Regulations

Department: Town Attorney, Jim Maloney

Ordinance No. 3.01.25.3 authorizes the Town, by amending Section 13.10.160, of the Parker Municipal Code, to enforce violations by developers/contractors of the rules and regulations of the water and sewer providers that serve the Town by the issuance of stop work orders and to authorize the Town to withhold building permits for projects that are not in compliance with all applicable public utility requirements and regulations.

Public Comment - None

John Diak moved to approve Ordinance No. 3.01.25.3 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 9.276 - Second Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 6, 2018, Coordinated Election

**Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner**

The Town's regular election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

Public Comment - None

Amy Holland moved to approve Ordinance No. 9.276 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The Regular Town Council meeting was adjourned at 7:26 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

Prepared by: Chris Vanderpool, Deputy Town Clerk



Request for Town Council Action

Date: July 2, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR MEADOWLARK ANNEXATION AGREEMENT**

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

In order to properly conclude the annexation of the Meadowlark Property into the Town of Parker according to the approved Annexation Agreement, the Town Council will need approve the attached Assignment and Assumption Agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Cherry Creek Project Water Authority (the “Authority”) entered into the Meadowlark Annexation Agreement with the Town of Parker on April 2, 2018, concerning the annexation the Meadowlark Property, which is described on the attached vicinity map. The Authority was the owner of the Meadowlark Property when the Town Council approved the Meadowlark Annexation Agreement, subject to the Authority’s satisfaction of certain obligations, including the “Transfer of Ownership” obligation contained in Paragraph 1.c. of the Annexation Agreement, which provides:

“c. Transfer of Ownership/Authorized Representative. The Property Owner shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deed shall convey fee simple title in and to the Property to Meritage Homes of Colorado, Inc., or its assign, which deed shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a. (the “Transfer of Ownership”). Upon the Transfer of Ownership, the Property Owner shall have no further liability, obligation or responsibility hereunder and all rights and obligations of the Property Owner shall be assumed by and be the sole obligation of Meritage Homes of Colorado, Inc., or its assigns.”

Unfortunately, the Authority did “execute and cause to be recorded a conveyance deed in a form acceptable to the Town,” and did not record the conveyance deed “contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a.” of the Annexation Agreement. Rather, without complying with the above-described obligations, the Authority conveyed by special warranty deed the Meadowlark Property to Meritage Homes of Colorado, Inc. (“Meritage”), which was recorded on June 4, 2018. In order to remedy this issue, the Authority needs to assign and Meritage needs to assume all of the Authority’s obligations under the Annexation Agreement, subject to the consent of the Town of Parker, by entering into the attached Assignment and Assumption Agreement. Once the attached Assignment and Assumption Agreement is approved, the Town will be able to properly record the documents required by state law and the Town Code to conclude the annexation of the Meadowlark Property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Meadowlark Assignment and Assumption Agreement
2. Meadowlark Vicinity Map

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR MEADOWLARK ANNEXATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR MEADOWLARK ANNEXATION AGREEMENT (the "Assignment") is dated as of June __, 2018 (the "Effective Date"), and is made by and between Cherry Creek Project Water Authority, a Colorado water authority as defined in C.R.S. § 29-1-204.2 (the "Assignor"), and Meritage Homes of Colorado, Inc., an Arizona corporation ("Assignee").

RECITALS

A. The Assignor entered into the Meadowlark Annexation Agreement with the Town of Parker, which is attached as **Exhibit 1** and incorporated by this reference (the "Agreement"), concerning the annexation of real property located in the Town of Parker, County of Douglas, State of Colorado, and described in **Exhibit 2**, which is attached hereto and incorporated by this reference (the "Meadowlark Property").

B. The Assignor entered into the First Amendment to Meadowlark Annexation Agreement on May 7, 2018, which is attached hereto as **Exhibit 3** and incorporated by this reference (the "First Amendment to Agreement").

C. The Assignor entered into the Second Amendment to Meadowlark Annexation Agreement on May 21, 2018, which is attached hereto as **Exhibit 4** and incorporated by this reference (the "Second Amendment to Agreement")

D. The Agreement, First Amendment to Agreement, and Second Amendment to Agreement are collectively referred to as the "Annexation Agreement."

E. The Assignor was the owner of the Meadowlark Property when the Town Council of the Town of Parker approved the Annexation Agreement on April 2, 2018, subject to the Assignor's satisfaction of certain obligations, including the "Transfer of Ownership" obligation contained in Paragraph 1.c. of the Annexation Agreement, which provides:

“c. Transfer of Ownership/Authorized Representative. The Property Owner shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deed shall convey fee simple title in and to the Property to Meritage Homes of Colorado, Inc., or its assign, which deed shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a. (the “**Transfer of Ownership**”). Upon the Transfer of Ownership, the Property Owner shall have no further liability, obligation or responsibility hereunder and all rights and obligations of the Property Owner shall be assumed by and be the sole obligation of Meritage Homes of Colorado, Inc., or its assigns.”

F. On June, 2018, Assignor conveyed the Meadowlark Property to the Assignee, by special warranty deed, which deed was recorded with Douglas County Clerk and Recorder at Reception No. 2018033243, a copy of which is attached hereto as **Exhibit 5**, and incorporated by this reference (the "Conveyance Deed").

G. As of the date of this Agreement "the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a." of the Annexation Agreement have not been recorded.

H. The Assignor desires to assign the Annexation Agreement to Assignee and Assignee desires to assume all of the Assignor's obligations under the Annexation Agreement, subject to the consent of the Town of Parker.

I. The Town desires to consent to this Agreement, provided that Assignee assumes all of Assignor's obligations under the Annexation Agreement as the owner of the Meadowlark Property and provided "the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a." of the Annexation Agreement are recorded following the recording of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective June 1, 2018, the Assignor has assigned all of its obligations, rights, title and interest under the Annexation Agreement to Assignee, and Assignee has assumed all of the Assignor's obligations, rights, title and interest under the Annexation Agreement. The parties hereby ratify and reaffirm such assignment and assumption.

2. Assignee hereby represents and warrants to the Town that: (a) Assignee has not assigned or encumbered its interest in the Annexation Agreement or the Meadowlark Property; and (b) the Meadowlark Property is otherwise free from all liens, claims, and encumbrances.

3. Assignor and Assignee acknowledge that, as of the Effective Date, the conditions precedent set forth in the Annexation Agreement have been fully satisfied.

4. All of the terms, covenants, conditions, and provisions of the Annexation Agreement shall remain in full force and effect, and the same are hereby ratified. To the extent the Parties' failure to cause the recordation of the items required to be recorded pursuant to Paragraph 1.c of the Annexation Agreement is deemed to constitute a breach of the Annexation Agreement, such breach is hereby waived by the Town's consent to this Assignment, and the Annexation Agreement is hereby reinstated and of full force and effect.

5. This Assignment shall not be modified, amended or terminated without the express written consent of the Assignor, Assignee and the Town of Parker.

6. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

7. The parties hereto warrant and represent that they have executed this Assignment, based upon their own knowledge and free will.

8. Should any provision of this Assignment be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Assignment.

9. This Assignment shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

10. The Recitals of this Assignment are incorporated herein by this reference.

11. This Assignment shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

**ASSIGNOR: CHERRY CREEK PROJECT
WATER AUTHORITY, a Colorado water
authority as defined in C.R.S. § 29-1-204.2**

[Signature]
President [print name/title]

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 21st day of June, 2018, by Luis Tovar, as President of Cherry Creek Project Water Authority, a Colorado water authority as defined in C.R.S. § 29-1-204.2.

My commission expires: 12/27/2020.

SEAL

[Signature]
Notary Public



ASSIGNEE: MERITAGE HOMES OF
COLORADO, INC., an Arizona corporation

Michael S. Salina
MICHAEL SALINA [print name/title]
VP LAND ACQUISITIONS

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19th day of JUNE,
2018, by MICHAEL BIRD, as VP LAND ACQ of Meritage Homes of Colorado,
Inc., an Arizona corporation.

My commission expires: 12/10/2021

SEAL

[Signature]
Notary Public

MICHAEL BIRD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014027300
MY COMMISSION EXPIRES DEC. 10, 2021

CONSENT OF TOWN OF PARKER

The Town of Parker hereby consents to the Assignment and Assumption Agreement for Meadowlark Annexation Agreement, as described herein. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the Annexation Agreement nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT LIST

Exhibit 1	Meadowlark Annexation Agreement
Exhibit 2	Legal Description of the Property
Exhibit 3	First Amendment to Meadowlark Annexation Agreement
Exhibit 4	Second Amendment to Meadowlark Annexation Agreement
Exhibit 5	Conveyance Deed

EXHIBIT 1

MEADOWLARK ANNEXATION AGREEMENT

THIS MEADOWLARK ANNEXATION AGREEMENT (this “**Agreement**”) is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”), the Parker Water and Sanitation District (hereinafter referred to as the “**District**”) (only as to Paragraph 3), and Cherry Creek Project Water Authority, its successors and assigns (hereinafter referred to as the “**Property Owner**”).

RECITALS:

A. The Property Owner is the owner of certain real property situated in the County of Douglas, State of Colorado, which is described in **Exhibit A**, attached hereto and made a part hereof (the “**Property**”).

B. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town, the District and the Property Owner.

C. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. The Property has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado (the “Records”).

iii. The District signs this Agreement within ten (10) days after the legal challenge period described in Subparagraph 1.a.vi. of this Agreement

expires and no legal challenge has been brought within the applicable period(s) for such challenge(s).

iv. Transfer of Ownership has occurred in accordance with Subparagraph 1.c. of this Agreement.

v. The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Town Charter.

vi. No legal challenge to the Town's approval of the annexation, this Agreement, or the zoning approval set forth in Subparagraph 4.a. below, including, but not limited to, appeals pursuant to C.R.S. § 31-12-116 and Colorado Rules of Civil Procedure 106(a)(4) or a referendum pursuant to Section 14.3 of the Town Charter, has been brought within the applicable period(s) for such challenge(s).

vii. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in Subparagraph 1.a of this Agreement have been fully satisfied, within ten (10) days after the legal challenge period described in Subparagraph 1.a.vi. of this Agreement expires and no legal challenge has been brought within the applicable period(s) for such challenge(s).

b. Failure of Conditions. Until the conditions precedent set forth in Subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

c. Transfer of Ownership/Authorized Representative. The Property Owner shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deed shall convey fee simple title in and to the Property to Meritage Homes of Colorado, Inc., or its assign, which deed shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S., as provided in Subparagraph 1.a. (the "**Transfer of Ownership**"). Upon the Transfer of Ownership, the Property Owner shall have no further liability, obligation or responsibility hereunder and all rights and obligations of the Property Owner shall be assumed by and be the sole obligation of Meritage Homes of Colorado, Inc., or its assigns.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. Zoning Approval. The Property Owner hereby consents to zoning the Property PD-Planned Development pursuant to the Development Plan and Guide that is adopted by Ordinance No. 3.325 contemporaneously with this Agreement (the “**Development Plan**”).

b. Town Fees. The Property Owner hereby agrees to pay the Town its actual out of pocket cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director, provided that the Town provides to the Property Owner reasonable documentation of such costs, such as invoices. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance and such additional fees and taxes as may be in effect at the time such payment is required in accordance with Town ordinance except as specifically provided by this Agreement, provided that real property taxes will become effective on January 1 of the next succeeding year following the effectiveness of the annexation ordinance adopted by the Town annexing the Property into the Town. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner shall provide 18.93 acres of open space on the Property as described in the Development Plan (the “Open Space”), which Open Space will be owned and maintained by a homeowners' association approved by the Town (the “Association”). The Open Space that is located within or adjacent to the planning area described in the Development Plan that is being platted, shall be conveyed to the Association, at the time of such final plat. The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds and rodents on the Open Space Property prior to the conveyance to the Association.

6. Trail and Trail Connections. The Property Owner shall hereby design and construct, and cause to be maintained by the Association approved by the Town, trail

connections throughout the Property, in accordance with approved subdivision plat(s), as set forth in the Development Plan. The Property Owner shall design and construct such trails according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the “**Park and Trail Standards**”). Materials used to construct such trails shall be determined by the Town at the time of the first preliminary plan for the Property. Prior to the issuance of any building permit for the construction of a dwelling unit within any Planning Area or part thereof that contains or abuts portions of such trails, such portions of such trails shall be constructed. If only a portion of a Planning Area is platted, the Property Owner shall construct such trails within and/or adjacent to the entire Planning Area.

7. Parks. The Property Owner shall develop park sites on the Property with a minimum collective acreage of 6.44 acres as described in the Development Plan in accordance with the Park and Trail Standards, which park sites shall be owned and maintained by the Association. The Property Owner shall construct each park site prior to probationary acceptance of the public improvements for a final platted planned area that contains or abuts a park site as described in the Development Plan, unless otherwise agreed to by the Town, pursuant to the applicable subdivision agreement.

8. Deficit Reduction Fee. The Property Owner hereby agrees to pay the Town a deficit reduction fee to off-set the impact to the Town's General Fund as a result of this annexation in the amount of Six Thousand Nine Hundred Twenty-Eight Dollars (\$6,928.00) for each residential unit (the "Deficit Reduction Fee"). The Deficit Reduction Fee shall be paid individually at the time of the issuance of a building permit for any residential unit. The Deficit Reduction Fee shall increase annually, commencing on the recordation of first final plat for the Property, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

9. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, as amended (the “Roadway Manual”), except as otherwise provided in this Paragraph.

a. Crowfoot Valley Road. The Property Owner shall design and construct, at its sole expense, one half (1/2) of Crowfoot Valley Road adjacent to the property as a four-lane arterial section, as defined in the Roadway Manual, including curb, gutter, streetscape, drainage improvements, a detached eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual and the Town approved Traffic Study for the Property, prior to any building permit on the Property. Notwithstanding the foregoing, the Town, in the exercise of its sole discretion, may agree that building permits may be issued for model lots prior to the Property Owner's construction of the foregoing Crowfoot Valley Road improvements, subject to compliance with applicable building and fire codes; however, such model lots may not be sold to third parties prior to probationary acceptance by the Town of the foregoing Crowfoot Valley Road improvements. In the event that the Town determines to build the Crowfoot Valley Road prior to the first final plat for the Property, then in that event the Property Owner

shall pay to the Town one hundred percent (100%) of the actual cost to design and construct these improvements, as determined by the Town (which amount shall increase annually commencing on the date on which the improvements are completed and open for use by the public, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index), at the time of such first final plat the Property.

b. **Collector Roadway.** The Property Owner shall design and construct, at its sole expense, a residential collector roadway through the Property, including curb, gutter, sidewalk, streetscape, and drainage improvements, in accordance with the Roadway Manual, from Crowfoot Valley Road to the eastern Property boundary.

c. **Sidewalk Connection.** The Property Owner shall design and construct, or cause to be constructed, an 8-foot-wide concrete sidewalk connection, not to exceed three hundred (300) feet in length, along the south side of Crowfoot Valley Road south of the Property adjacent to Richlawn Estates to connect with the Trails at Crowfoot development. This sidewalk connection shall be designed and constructed prior to the release of any building permits for the Property.

10. **Traffic Signals.** The Property Owner shall be responsible for the payment to the Town of one hundred percent (100%) of the cost to design and construct the required traffic signal at the intersection of Crowfoot Valley Road and the proposed Collector Roadway, as determined by the Town pursuant to the Roadway Manual, which payment shall be made at the time of recordation for the first final plat on the Property (the “Crowfoot Valley Road Signal Payment”), and which funds shall be used by the Town for the sole purpose of designing and constructing the traffic signal upon warrants being met at this intersection. The Town agrees to recover twenty-five percent (25%) of the Crowfoot Valley Road Signal Payment from the owner of the real property described in **Exhibit B-1**, which is attached hereto and incorporated by this reference and twenty-five percent (25%) of the Crowfoot Valley Road Signal Payment from the owner of the real property described in **Exhibit B-2**, which is attached hereto and incorporated by this reference (collectively referred to as the “**Benefitted Property**”), as a condition to the annexation of the Benefitted Property into the Town, and upon such recovery the Town will reimburse the property owner that paid the Crowfoot Valley Road Signal Payment to the Town.

11. **Lemon Gulch Drainage Improvements.** The Property Owner shall pay to the Town an amount not to exceed One Million Seven Hundred Eighty-Six Thousand Dollars (\$1,786,000) (the “**Lemon Gulch Payment**”), which amount is the cost to construct all improvements to Lemon Gulch through the Property, as determined by the Town and in accordance with the final design approved by Urban Drainage and Flood Control District (UDFCD). The Lemon Gulch Payment shall be made to the Town at the time of recordation for the first final plat on the Property, which shall increase annually, commencing on the recordation of the Agreement, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index, described herein. The Town shall use the Lemon Gulch Payment for the sole purpose of constructing these improvements.

12. Limitation on Number of Dwelling Units. The total number of residential dwelling units allowed on the Property shall not exceed two hundred sixty-eight (268) residential dwelling units.

13. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and monetary encumbrances, the following real property:

a. Crowfoot Valley Road. The real property to construct the improvements to Crowfoot Valley Road, as described in Paragraph 9 of this Agreement, together with all necessary easements as determined by the Town, including, but not limited to, slope, drainage and construction easements, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first, unless otherwise specified by the Town in writing.

b. Lemon Gulch. The real property to construct the improvements to Lemon Gulch, as described in Paragraph 11 of this Agreement, together with all necessary easements as determined by the Town, including, but not limited to, slope, drainage and construction easements, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, whichever occurs first, unless otherwise specified by the Town in writing.

c. Trail Easements. The Property Owner shall also grant to the Town, free and clear of all liens and monetary encumbrances, nonexclusive easements for the trail(s) and trail connection(s) described in Paragraph 6 of this Agreement, which dedications shall occur from time to time with approval each Development Plat for the portion of Property that contains the trail(s) or trail connection(s) described herein.

14. School Mitigation Plan. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "School District") the sum of Two Thousand Five Hundred Fifty-Eight Dollars (\$2,558.00) for each residential unit constructed on the Property for school mitigation (the "School Mitigation Fee") and a fee in lieu of a 5.712-acre land dedication for the school sites (the "In-Lieu Fee"), which fees are for the benefit of the School District and its students. The School Mitigation Fee shall be paid by the Property Owner to the School District prior to the issuance of a building permit for each residential unit within the Property. The amount of the In-Lieu Fee shall be determined by an appraisal provided by the Property Owner prior to the recording of the first final plat for the Property. The In-Lieu Fee shall be paid by the Property Owner in one (1) installment to the School District for all lots in each final plat, concurrently with the recording of each final plat for the Property. The In-Lieu Fee for each final plat shall be calculated as a proportionate share of the total In-Lieu Fee for the Property, based upon the number of residential units contemplated in such final plat. Any outstanding balance of the In-Lieu Fee shall be paid to the School District in its entirety concurrently with recording of the last residential subdivision plat for the Property.

15. Douglas County Improvements. The Property Owner shall obtain all applicable approvals and permits required by Douglas County for improvements associated with the

development of the Property, including, but not limited to, all permits associated with improvements to Richlawn Drive.

16. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause a homeowners' association to be created at the time of the first final plat for the purpose of maintaining those areas described in this Agreement which are to be owned and maintained by the homeowners' association.

17. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and the adoption of an ordinance zoning the Property PD-Planned Development as provided in Subparagraph 4.a of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in Subparagraph 4.a. If the Town fails to adopt the ordinance described in Subparagraph 4.a, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

18. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

19. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

20. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

21. Termination. If the zoning as set forth above in Subparagraph 4.a. is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or

this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner. If the Town Council's approval of the annexation of the Property, this Agreement, or the zoning contemplated in Subparagraph 4.a. above become subject to any judicial or other legal challenge described in Subparagraph 1.a.vi., the Property Owner may elect, in its sole and absolute discretion, to terminate this Agreement, at which time this Agreement and the annexation of the Property shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

22. Binding Effect; Amendments. Upon and after the Effective Date, this Agreement shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing by the parties, approved in substantially the same manner as the Agreement itself. The Property Owner or Developer, as applicable, are hereby authorized to execute amendments to this Agreement with respect to the entire Property without the approval of any owner of any lot within the Property that is used for residential purposes; however, such amendment(s) will not be enforceable as against such owner(s).

23. Recordation of Agreement. Upon the Effective Date, this Agreement shall be recorded in the Records and upon recordation shall run with the land.

24. Effective Date. This Agreement shall be effective upon the satisfaction of the conditions set forth in Subparagraph 1.a of this Agreement (the "**Effective Date**").

25. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

27. Notice. Any notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address (and by registered or certified mail, return receipt requested, postage prepaid), as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To Property Owner: Cherry Creek Project Water Authority
c/o Russell Dykstra, Esq.
Spencer Fane, LLP
1700 Lincoln Ave., Suite 2000
Denver, Colorado 80203

28. Entire Agreement. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

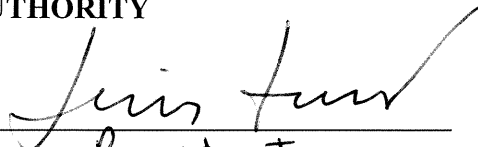
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

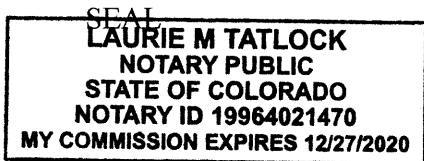
[Remainder of page intentionally left blank. Signatures continue on following page.]

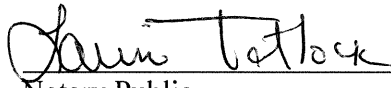
PROPERTY OWNER: CHERRY
CREEK PROJECT WATER
AUTHORITY

By: 
President
[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21st day of June,
2018, by Luis Tovar as President of the Cherry Creek Project
Water Authority.




Notary Public

DISTRICT: PARKER WATER AND
SANITATION DISTRICT (AS TO
PARAGRAPH 3)

By: _____
Ron Redd, District Manager

ATTEST:

Maliea Good, Engineering Secretary

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B-1 LEGAL DESCRIPTION BENEFITTED PROPERTY

EXHIBIT B-2 LEGAL DESCRIPTION BENEFITTED PROPERTY

EXHIBIT A

Legal Description of Property

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR 89 DEGREES 52 MINUTES 31 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1740.60 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 34.37 FEET; THENCE SOUTH 23 DEGREES 12 MINUTES 25 SECONDS WEST A DISTANCE OF 1054.94 FEET;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 550.78 FEET TO THE SOUTHEAST CORNER OF THE TAP PROPERTIES PARCEL (BOOK 982 AT PAGE 524) AND TO THE

TRUE POINT OF BEGINNING;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 259.41 FEET;

THENCE SOUTH 24 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 846.84 FEET;

THENCE SOUTH 07 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 134.18 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4;

THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 2118.05 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 A DISTANCE OF 619.79 FEET TO

THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT FILED ON JANUARY 12, 1971 PER RECEPTION NO. 140291;

THENCE ALONG THE NORTHERN BOUNDARY OF RICHLAWN HILLS FOR THE NEXT 12 COURSES:

1. THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 710.00 FEET;

2. THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 491.54 FEET;
 3. THENCE SOUTHWESTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 238.13 FEET, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 48 SECONDS TO A POINT OF TANGENT;
 4. THENCE SOUTH 75 DEGREES 12 MINUTES 17 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 107.39 FEET TO A POINT OF CURVE;
 5. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 263.65 FEET, SAID CURVE HAS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 58 MINUTES 50 SECONDS TO A POINT OF TANGENT;
 6. THENCE NORTH 48 DEGREES 50 MINUTES 53 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 52.07 FEET TO A POINT OF CURVE;
 7. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 127.30 FEET, SAID CURVE HAS A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 23 MINUTES 23 SECONDS TO A POINT OF TANGENT;
 8. THENCE NORTH 79 DEGREES 14 MINUTES 16 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 509.97 FEET TO A POINT OF CURVE;
 9. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 59.84 FEET, SAID CURVE HAS A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 21 SECONDS TO A POINT OF TANGENT;
 10. THENCE SOUTH 88 DEGREES 56 MINUTES 23 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;
 11. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 273.32 FEET, SAID CURVE HAS A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS TO A POINT OF TANGENT;
 12. THENCE NORTH 57 DEGREES 01 MINUTES 62 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 76.93 FEET TO THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD;
- THENCE NORTH 32 DEGREES 58 MINUTES 58 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1116.38 FEET;
- THENCE NORTH 25 DEGREES 06 MINUTES 42 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 780.91 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 56.88 FEET, SAID CURVE HAS A RADIUS OF 925.25 FEET AND A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 21 SECONDS TO THE MOST WESTERLY CORNER OF THE WILSON PARCEL (BOOK 819 AT PAGE 717);

THENCE SOUTH 50 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 504.57 FEET TO THE MOST SOUTHERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 39 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 345.29 FEET TO THE MOST EASTERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 50 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WILSON PARCEL A DISTANCE OF 87.46 FEET TO THE MOST SOUTHERLY CORNER OF THE COYLE PARCEL (BOOK 638 AT PAGE 869);

THENCE NORTH 73 DEGREES 12 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 913.61 FEET;

THENCE NORTH 83 DEGREES 28 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 460.79 FEET TO THE SOUTHEAST CORNER OF THE COYLE PARCEL, BEING THE SOUTHWEST CORNER OF THE TAP PROPERTIES PARCEL;

THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF THE TAP PROPERTIES PARCEL A DISTANCE OF 1226.29 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM THOSE PORTIONS CONVEYED IN DEED RECORDED OCTOBER 20, 1999 IN BOOK 1768 AT PAGE 1098.

AND EXCEPTING THEREFROM THAT PORTION TAKEN IN RULE AND ORDER RECORDED SEPTEMBER 26, 2003 AT RECEPTION NO. 2003143247.

COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS, AFTER SUBTRACTION OF THE EXCEPTIONS.

EXHIBIT B-1

LEGAL DESCRIPTION
SHEET 1 OF 2

THAT PARCEL OF LAND RECORDED IN BOOK 583 AT PAGE 33 OF THE RECORDS OF THE DOUGLAS CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 4 AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 4 TO BEAR SOUTH 89°52'13" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

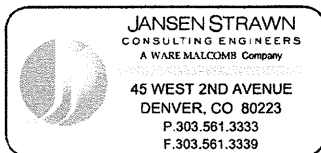
THENCE SOUTH 00°07'33" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 262.19 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°52'32" EAST A DISTANCE OF 514.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD RECORDED AT RECEPTION NO. 2009075004 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;
THENCE SOUTH 35°30'07" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 388.29 FEET;
THENCE NORTH 89°45'27" WEST A DISTANCE OF 288.01 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°07'33" WEST ALONG SAID WEST LINE A DISTANCE OF 316.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS A CALCULATED AREA OF 126,900 SQUARE FEET, OR 2.913 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED ILLUSTRATION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

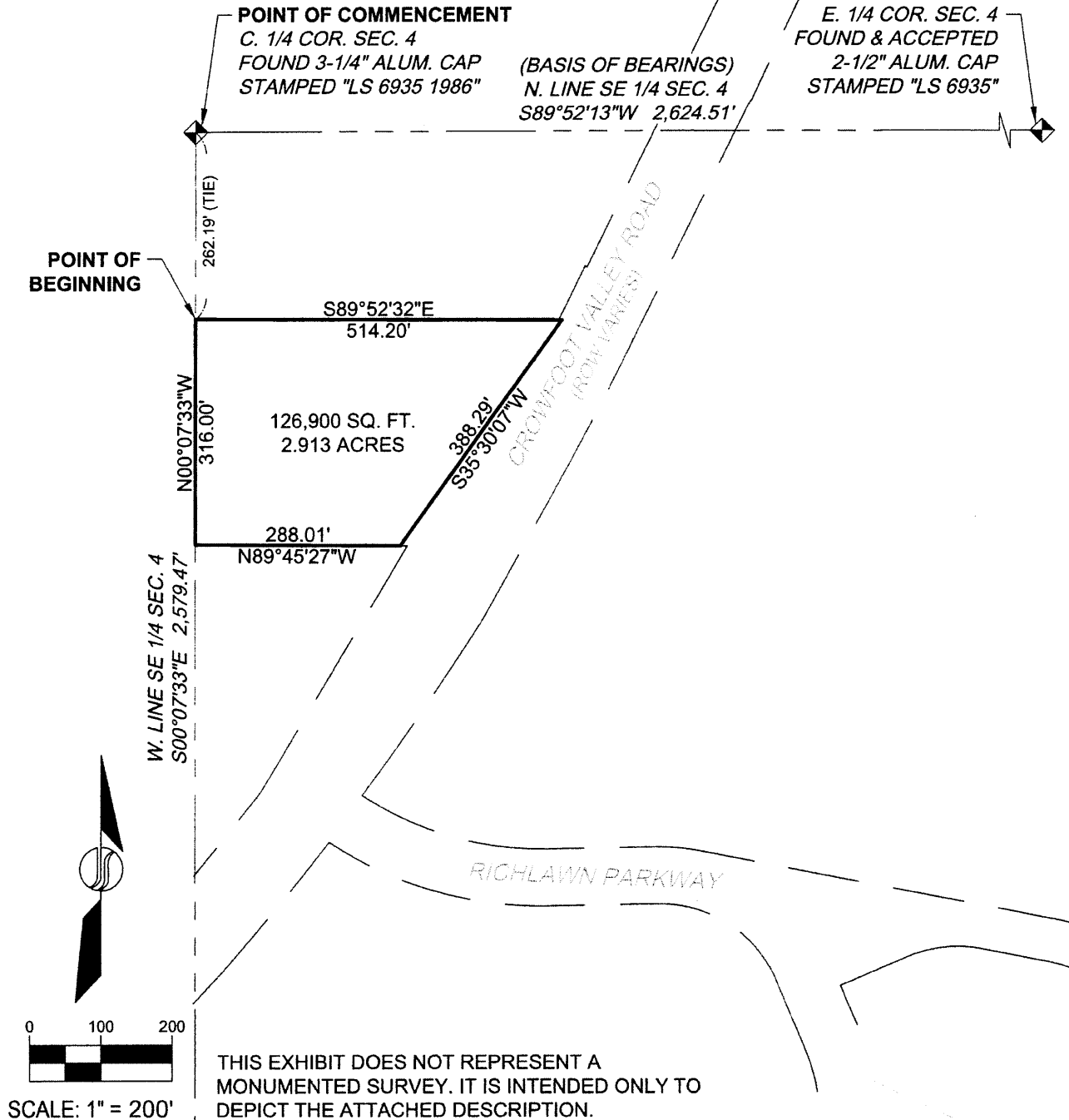
THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST 2ND AVENUE
DENVER, CO 80223



PROJECT NAME: MEADOWLARK			SHEET 1 OF 2
JOB NO.: 15030		DATE : AUGUST 26, 2016	
DRAFTED BY: IH	CHECKED BY: TS	SCALE: N/A	

EXHIBIT B-1

LEGAL DESCRIPTION
SHEET 2 OF 2



**JANSEN STRAWN**
CONSULTING ENGINEERS
A WARE MAI.COMB Company
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

PROJECT NAME: MEADOWLARK

JOB NO.: 15030

DATE : AUGUST 26, 2016

DRAFTED BY: IH

CHECKED BY: TS

SCALE: 1" = 200'

SHEET

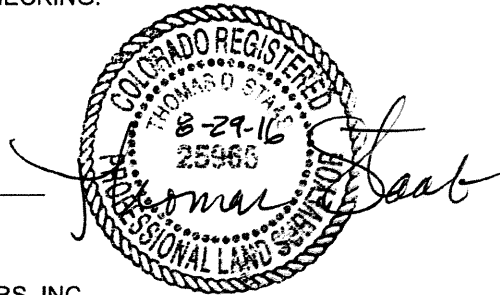
2 OF 2

EXHIBIT B-2

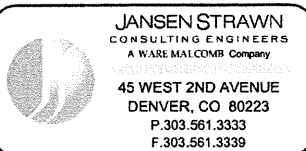
LEGAL DESCRIPTION
SHEET 1 OF 2

THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 9350693 OF THE RECORDS OF THE DOUGLAS CLERK AND RECORDER, BEING THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, AND THE WEST HALF OF THE SOUTHWEST QUARTER (W/2 SW/4) OF SECTION 3, TOWNSHIP 7 SOUTH RANGE 66 WEST, AND THAT PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, SITUATE WEST OF COLORADO STATE HIGHWAY 83.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED ILLUSTRATION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.
45 WEST 2ND AVENUE
DENVER, CO 80223



PROJECT NAME: MEADOWLARK

JOB NO.: 15030

DATE : AUGUST 26, 2016

DRAFTED BY: IH

CHECKED BY: TS

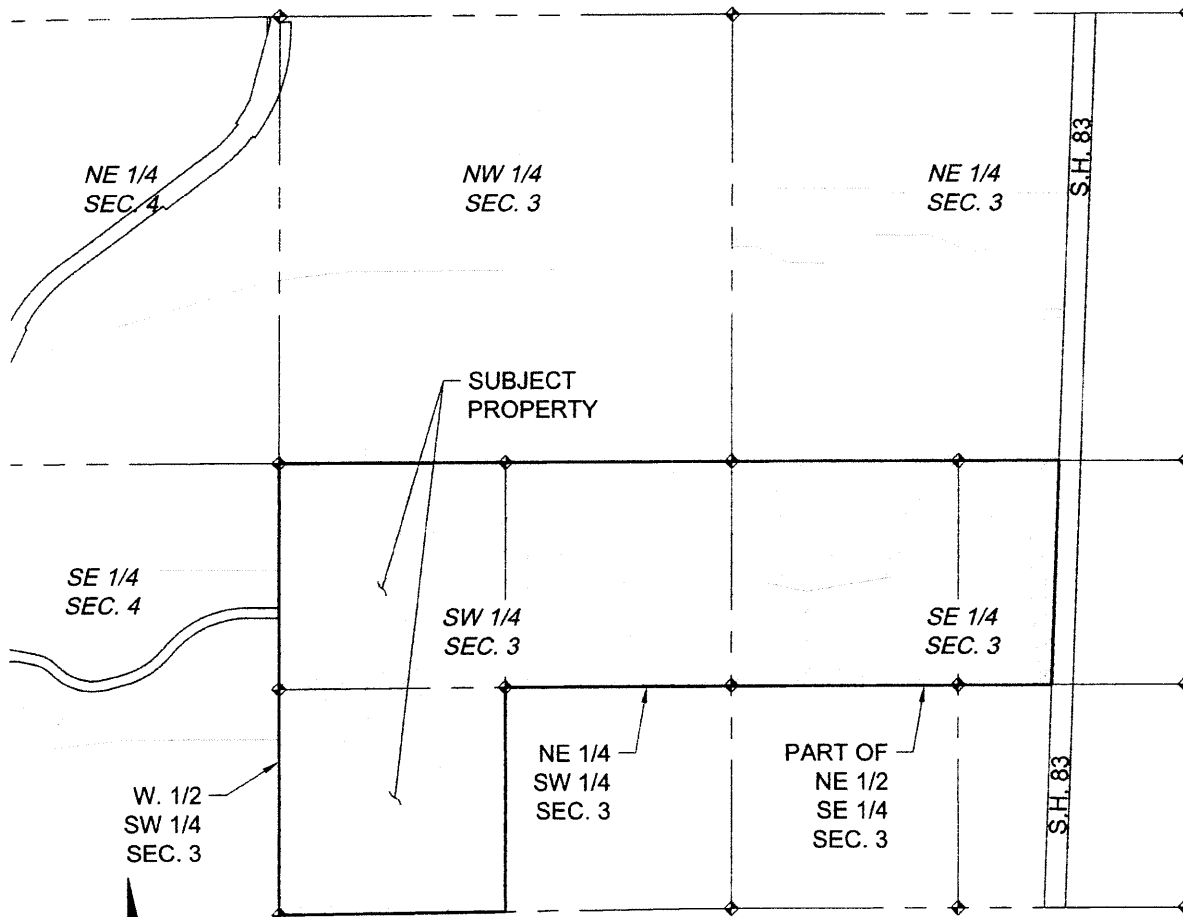
SCALE: N/A

SHEET

1 OF 2

EXHIBIT B-2

LEGAL DESCRIPTION
SHEET 2 OF 2



SCALE: 1" = 1000'

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.

JANSEN STRAWN
CONSULTING ENGINEERS
A WARE MALCOLM Company
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

PROJECT NAME: MEADOWLARK

JOB NO.: 15030

DATE : AUGUST 26, 2016

DRAFTED BY: IH

CHECKED BY: TS

SCALE: 1" = 1000'

SHEET

2 OF 2

EXHIBIT 2

Legal Description of Property

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR 89 DEGREES 52 MINUTES 31 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1740.60 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 34.37 FEET; THENCE SOUTH 23 DEGREES 12 MINUTES 25 SECONDS WEST A DISTANCE OF 1054.94 FEET;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 550.78 FEET TO THE SOUTHEAST CORNER OF THE TAP PROPERTIES PARCEL (BOOK 982 AT PAGE 524) AND TO THE

TRUE POINT OF BEGINNING;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 259.41 FEET;

THENCE SOUTH 24 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 846.84 FEET;

THENCE SOUTH 07 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 134.18 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4;

THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 2118.05 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 A DISTANCE OF 619.79 FEET TO

THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT FILED ON JANUARY 12, 1971 PER RECEPTION NO. 140291;

THENCE ALONG THE NORTHERN BOUNDARY OF RICHLAWN HILLS FOR THE NEXT 12 COURSES:

1. THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 710.00 FEET;

2. THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 491.54 FEET;

3. THENCE SOUTHWESTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 238.13 FEET, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 48 SECONDS TO A POINT OF TANGENT;

4. THENCE SOUTH 75 DEGREES 12 MINUTES 17 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 107.39 FEET TO A POINT OF CURVE;

5. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 263.65 FEET, SAID CURVE HAS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 58 MINUTES 50 SECONDS TO A POINT OF TANGENT;

6. THENCE NORTH 48 DEGREES 50 MINUTES 53 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 52.07 FEET TO A POINT OF CURVE;

7. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 127.30 FEET, SAID CURVE HAS A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 23 MINUTES 23 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 79 DEGREES 14 MINUTES 16 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 509.97 FEET TO A POINT OF CURVE;

9. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 59.84 FEET, SAID CURVE HAS A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 21 SECONDS TO A POINT OF TANGENT;

10. THENCE SOUTH 88 DEGREES 56 MINUTES 23 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;

11. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 273.32 FEET, SAID CURVE HAS A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 57 DEGREES 01 MINUTES 62 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 76.93 FEET TO THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD;

THENCE NORTH 32 DEGREES 58 MINUTES 58 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1116.38 FEET;

THENCE NORTH 25 DEGREES 06 MINUTES 42 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 780.91 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 56.88 FEET, SAID CURVE HAS A RADIUS OF 925.25 FEET AND A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 21 SECONDS TO THE MOST WESTERLY CORNER OF THE WILSON PARCEL (BOOK 819 AT PAGE 717);

THENCE SOUTH 50 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 504.57 FEET TO THE MOST SOUTHERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 39 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 345.29 FEET TO THE MOST EASTERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 50 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WILSON PARCEL A DISTANCE OF 87.46 FEET TO THE MOST SOUTHERLY CORNER OF THE COYLE PARCEL (BOOK 638 AT PAGE 869);

THENCE NORTH 73 DEGREES 12 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 913.61 FEET;

THENCE NORTH 83 DEGREES 28 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 460.79 FEET TO THE SOUTHEAST CORNER OF THE COYLE PARCEL, BEING THE SOUTHWEST CORNER OF THE TAP PROPERTIES PARCEL;

THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF THE TAP PROPERTIES PARCEL A DISTANCE OF 1226.29 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM THOSE PORTIONS CONVEYED IN DEED RECORDED OCTOBER 20, 1999 IN BOOK 1768 AT PAGE 1098.

AND EXCEPTING THEREFROM THAT PORTION TAKEN IN RULE AND ORDER RECORDED SEPTEMBER 26, 2003 AT RECEPTION NO. 2003143247.

COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS, AFTER SUBTRACTION OF THE EXCEPTIONS.

EXHIBIT 3

FIRST AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT (this “**Amendment**”) is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”) and Cherry Creek Project Water Authority, its successors and assigns (hereinafter referred to as the “**Property Owner**”).

RECITALS:

A. The Town and the Property Owner are parties to that certain Meadowlark Annexation Agreement, entered into on April 2, 2018 (the “**Agreement**”). Initially capitalized terms used herein without definition shall have the same meanings as set forth in the Agreement.

B. Subparagraph 1.a.iv of the Agreement contemplates that the Transfer of Ownership between the Property Owner and Meritage Homes of Colorado, Inc., must occur in order for the annexation of the Property to become effective.

C. Subparagraph 1.a.vii of the Agreement requires the Property Owner to certify in writing that the Transfer of Ownership, along with various other conditions precedent, has occurred on or before the date which is ten (10) days following the expiration of the Legal Challenge Period.

D. The Property Owner has requested, and the Town has agreed to, an extension of time for the Transfer of Ownership to occur in order to ensure that the annexation of the Property occurs in accordance with the Agreement.

E. As the District is a party solely to Section 3 of the Agreement pursuant to the express terms thereof, no approval by the District is required in connection with this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree as follows:

1. Extension of Time for Transfer of Ownership. Subparagraph 1.a.vii of the Agreement is hereby amended and restated as follows:

vii. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in Subparagraph 1.a of this Agreement, except for Subparagraph 1.a.iv, have been fully satisfied, within ten (10) days after the legal challenge period described in Subparagraph 1.a.vi. of this Agreement expires and no legal challenge has been brought within the applicable period(s) for such challenge(s). Notwithstanding the foregoing, however, the Property Owner shall be required to certify in writing to the Town,

in a form acceptable to the Town, that the condition precedent set forth in Subparagraph 1.a.iv has been fully satisfied on or before June 1, 2018.

2. Ratification of Agreement. Except as modified herein, all of the terms of the Agreement shall remain in full force and effect, and the same are hereby ratified. To the extent of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue on following page.]

**PROPERTY OWNER: CHERRY
CREEK PROJECT WATER
AUTHORITY**

By: _____

[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by _____ as _____ of the Cherry Creek Project
Water Authority.

SEAL

Notary Public

EXHIBIT 4

SECOND AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT (this “**Amendment**”) is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the “**Town**”) and Cherry Creek Project Water Authority, its successors and assigns (hereinafter referred to as the “**Property Owner**”).

RECITALS:

A. The Town and the Property Owner are parties to that certain Meadowlark Annexation Agreement, entered into on April 2, 2018, and that certain First Amendment to Meadowlark Annexation Agreement, entered into on May 7, 2018 (collectively, the “**Agreement**”). Initially capitalized terms used herein without definition shall have the same meanings as set forth in the Agreement.

B. Paragraph 1.a.ii of the Agreement requires the full inclusion of the Property into the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the Records.

C. Paragraph 1.a.vii of the Agreement requires the Property Owner to certify in writing, on or before the date which is ten (10) days after the expiration of the legal challenge periods described in Paragraph 1.a.vi of the Agreement, that the conditions precedent described in Paragraph 1.a of the Agreement have been satisfied.

D. Pursuant to that certain Memorandum of Understanding entered into by and between the Property Owner and the District on February 8, 2018, the Property Owner was required to pay inclusion fees to the District on or before the date which is ten (10) days after the expiration of the legal challenge periods.

D. The Property Owner has requested, and the Town has agreed, to amend the Agreement in order to make it consistent with the Memorandum of Understanding.

E. As the District is a party solely to Section 3 of the Agreement pursuant to the express terms thereof, no approval by the District is required in connection with this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree as follows:

1. Extension of Time for Transfer of Ownership. Section 1.a.ii of the Agreement is hereby amended and restated as follows:

vii. The Property Owner has satisfied the requirements of Paragraph 1 of that certain Memorandum of Understanding, dated February 8, 2018, by and between the Property Owner and the District, which require the Property Owner to, *inter alia*, pay all fees associated with the inclusion to the District on or before that date which is ten (10) days following the expiration of all legal challenge periods associated with the Town's annexation and zoning of the Property.

2. Ratification of Agreement. Except as modified herein, all of the terms of the Agreement shall remain in full force and effect, and the same are hereby ratified. To the extent of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue on following page.]

**PROPERTY OWNER: CHERRY
CREEK PROJECT WATER
AUTHORITY**

By: _____

[Please print name/title on line.↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as _____ of the Cherry Creek Project
Water Authority.

SEAL

Notary Public

EXHIBIT 5

WHEN RECORDED, RETURN TO:

Meritage Homes of Colorado, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: Tim Clements

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, CHERRY CREEK PROJECT WATER AUTHORITY, a Colorado Water Authority organized pursuant to Colorado Revised Statutes Section 29-1-204.2 (the "**Grantor**"), hereby sells and conveys to MERITAGE HOMES OF COLORADO, INC., an Arizona corporation (the "**Grantee**"), all of its right, title and interest in and to that certain real property described on **Exhibit A** attached hereto and incorporated herein by this reference, together with the following, if any: (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits and air rights relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto; (d) minerals, oil, gas, and other hydrocarbon substances, geothermal resources and wind rights thereon, thereover, therein, thereunder, or that may be produced therefrom; and (e) any other rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith.

SUBJECT ONLY TO those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Permitted Exceptions**").

AND GRANTOR hereby binds itself and its successors and assigns to warrant and defend the title against all of the acts of Grantor and no other, subject only to the Permitted Exceptions.

Notwithstanding the foregoing or anything to the contrary set forth herein, this Special Warranty Deed does not include the conveyance of the following (with such rights being conveyed by Grantor to either Grantee or Parker Water and Sanitation District pursuant to a separate instrument):

Grantor's right, title and interest in and to the nontributary ground water of the Arapahoe, Denver, and Laramie-Fox Hills aquifers located under the Vessel Parcel and the Parker Parcel, described in **Exhibit C** attached hereto and incorporated herein by this reference, as adjudicated in Case No. 84CW129, Water Division 1, by amended decree entered September 28, 2000, recorded February 5, 2001 in the real property records of Douglas County, Colorado at Reception No. 01008320, Book 1959, Page 1447; and

Recording Requested by:
FNTG-NCS Colorado
E04 50852

Grantor's right, title and interest in and to the nontributary ground water of the Lower Dawson aquifer located under the Parker Parcel, described in Exhibit C attached hereto and incorporated herein by this reference, as adjudicated in Case No. 84CW128, Water Division 1, by amended decree entered September 28, 2000, recorded February 5, 2001 in the real property records of Douglas County, Colorado at Reception No. 01008319, Book 1959, Page 1434.

Signed and delivered this 31 day of May, 2018.

CHERRY CREEK PROJECT WATER AUTHORITY, a Colorado Water Authority organized pursuant to Colorado Revised Statutes Section 29-1-204.2

By: _____

Name: Luis Tovar

Title: President, Board of Directors

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 31st day of May, 2018, by Luis Tovar, as President of the Board of Directors of Cherry Creek Project Water Authority, a Colorado Water Authority organized pursuant to Colorado Revised Statutes Section 29-1-204.2.

Witness my hand and official seal.

My Commission Expires: _____

Laurie M. Tatlock
Notary Public

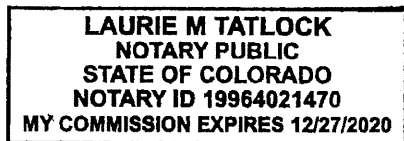


Exhibit A

Legal Description of the Property

The land referred to herein is situated in the County of Douglas, State of Colorado and is described as follows:

A tract of land situated in the Northwest ¼ of Section 3, and in the East 1/2 of Section 4, Township 7 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 3 and considering the North line of said Northwest 1/4 to bear 89 degrees 52 minutes 31 seconds East with all bearings contained herein relative thereto;

Thence North 89 degrees 52 minutes 31 seconds East along said North line a distance of 1740.60 feet;

Thence South 00 degrees 07 minutes 29 seconds East a distance of 34.37 feet;

Thence South 23 degrees 12 minutes 25 seconds West a distance of 1054.94 feet;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 550.78 feet to the Southeast corner of the Tap properties Parcel (Book 982 at Page 524) and to the True Point of Beginning;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 259.41 feet;

Thence South 24 degrees 40 minutes 14 seconds East a distance of 846.84 feet;

Thence South 07 degrees 07 minutes 00 seconds East a distance of 134.18 feet to the South line of said Northwest ¼;

Thence South 89 degrees 51 minutes 10 seconds West along said South line a distance of 2118.05 feet to the East 1/4 corner of said Section 4;

Thence South 00 degrees 04 minutes 26 seconds East along the East line of the Southeast ¼ of said Section 4 a distance of 619.79 feet to the Northeast corner of Richlawn Hills according to the Plat filed on January 12, 1971 per Reception No. 140291

Thence along the Northern boundary of Richlawn Hills for the next 12 courses:

1. Thence South 89 degrees 55 minutes 34 seconds West a distance of 710.00 feet;
2. Thence South 00 degrees 04 minutes 26 seconds East a distance of 491.54 feet;
3. Thence Southwesterly along the arc of curve to the right a distance of 238.13 feet, said curve has a radius of 470.00 feet and a central angle of 29 degrees 01 minutes 48 seconds to a point of tangent;
4. Thence South 75 degrees 12 minutes 17 seconds West along said tangent a distance of 107.39 feet to a point of curve;
5. Thence Westerly along the arc of a curve to the right a distance of 263.65 feet, said curve has a radius of 270.00 feet and a central angle of 55 degrees 58 minutes 50 seconds to a point of tangent;
6. Thence North 48 degrees 50 minutes 53 seconds West along said tangent a distance of 52.07 feet to a point of curve;
7. Thence Westerly along the arc of a curve to the left a distance of 127.30 feet, said curve has a radius of 240.00 feet and a central angle of 30 degrees 23 minutes 23 seconds to a point of tangent;
8. Thence North 79 degrees 14 minutes 16 seconds West along said tangent a distance of 509.97 feet to a point of curve;
9. Thence Westerly along the arc of a curve to the left a distance of 59.84 feet, said curve has a radius of 290.00 feet and a central angle of 11 degrees 49 minutes 21 seconds to a point of tangent;
10. Thence South 88 degrees 56 minutes 23 seconds West along said tangent a distance of 151.71 feet to a point of curve;
11. Thence Westerly along the arc of a curve to the right a distance of 273.32 feet, said curve has a radius of 460.00 feet and a central angle of 34 degrees 02 minutes 35 seconds to a point of tangent;
12. Thence North 57 degrees 01 minutes 62 seconds West along said tangent a distance of 76.93 feet to the East right of way line of the County Road;

Thence North 32 degrees 58 minutes 58 seconds East along said East right of way line a distance of 1116.38 feet;
Thence North 25 degrees 06 minutes 42 seconds East along said East right of way line a distance of 780.91 feet to a point of curve;
Thence Northeasterly along said East right of way line along the arc of a curve to the right a distance of 56.88 feet, said curve has a radius of 925.25 feet and a central angle of 03 degrees 31 minutes 21 seconds to the most Westerly corner of the Wilson Parcel (Book 819 at Page 717);
Thence South 50 degrees 36 minutes 41 seconds East a distance of 504.57 feet to the most Southerly corner of said Wilson Parcel;
Thence North 39 degrees 23 minutes 19 seconds East a distance of 345.29 feet to the most Easterly corner of said Wilson Parcel;
Thence North 50 degrees 36 minutes 41 seconds West along the Northeasterly line of said Wilson Parcel a distance of 87.46 feet to the most Southerly corner of the Coyle Parcel (Book 638 at Page 869);
Thence North 73 degrees 12 minutes 48 seconds East along the South line of the Coyle Parcel a distance of 913.61 feet;
Thence North 83 degrees 28 minutes 25 seconds East along the South line of the Coyle Parcel a distance of 460.79 feet to the Southeast corner of the Coyle Parcel, being the Southwest corner of the Tap properties Parcel;
Thence North 89 degrees 28 minutes 28 seconds East along the South line of the Tap Properties Parcel a distance of 1226.29 feet to the Point of Beginning.

Excepting therefrom those portions conveyed in Deed recorded October 20, 1999 in Book 1768 at Page 1098.

And excepting therefrom that portion taken in Rule and Order recorded September 26, 2003 at Reception No. 2003143247.

County of Douglas, State of Colorado

Exhibit B
Permitted Exceptions

1. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
2. Taxes and assessments for the year 2018 and subsequent, a lien not yet due and payable.
3. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 23, 1894, Patent No. 3776.
4. Reservations of an undivided $\frac{1}{2}$ interest in all oil, gas and other minerals as set forth in Warranty Deed recorded December 1, 1959 at Reception No. 106963.
5. Terms, conditions, provisions, agreements and obligations contained in the Ordinance Amending the Zoning District Map of the Town of Parker recorded August 8, 1984 in Book 533 at Page 779.
6. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek South Metropolitan District No. 1, as evidenced by instrument recorded June 20, 1985 in Book 580 at Page 802.
7. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988 in Book 790 at Page 718, Current as to date of policy.
8. An easement for operation, maintenance, repair, drilling, redrilling, acidizing, hydrofracturing water wells and the pumping, production and piping and transportation of water and for the installation of casing, screens, pipes, electric gear, lines and control meters and associated materials and incidental purposes as reserved in Warrant Deed recorded January 3, 1994 in Book 1172 at Page 1258.
9. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-997-054 recorded April 23, 1997 in Book 1424 at Page 1857.
10. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-999-149 recorded October 27, 1999 in Book 1770 at Page 660.
11. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Slope and Drainage Easement Deed recorded August 3, 2000 in Book 1877 at Page 2249.
12. Terms, conditions, provisions, agreements, easements and obligations contained in the Waste Well Construction and Operation Easement Agreement recorded January 23, 2003 at Reception No. 2003009171.
13. An easement for the right to construct, operate, maintain and remove communications and other facilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as shown in instrument recorded January 22, 1971 in Book 214 at Page 282.

14. Any loss or damage arising from the fact that any fence lines on or near the perimeter of the Land may not coincide with property lines as disclosed in ALTA /ACSM Land Title Survey dated June 24, 2015, prepared by JansenStrawn, job No. 15030.
15. Any tax, lien fee or assessment that may be created by the District Area Description within Douglas County, Colorado for Regional Transportation District recorded March 3, 2016 at Reception No. 2016012841.

Exhibit C

Legal Description of the Vessel Parcel and the Parker Parcel

“Vessel Parcel”:

A tract of land situated partly in the Northwest one-quarter of Section 3 and partly in the Northeast one-quarter of Section 4, all in Township 7 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 3 and considering the North line of the Northwest one-quarter of said Section 3 to bear North 89°52'31" East with all bearings contained herein relative thereto; thence North 89°52'31" East along said North line a distance of 1740.6 feet; thence South 0°07'29" East a distance of 34.47 feet to the Northwest corner of the Cox Property as described in Book 178 at Page 214 of the Douglas County records; Thence South 23°12'25" West along said West line of said Cox Property a distance of 1054.94 feet; Thence South 31°26'50" East along said West line a distance of 820.19 feet; Thence South 24°40'14" East along said West line a distance of 846.84 feet; Thence South 7°07'00" East along said West line a distance of 134.73 feet to the South line of the Northwest one quarter of said Section 3; Thence South 89°50'32" West along said South line a distance of 2119.79 feet to the East one quarter corner of said Section 4; Thence Southerly along the East line of the Southeast one quarter of said Section 4 a distance of 619.79 feet to the Northeast corner of Lot 13, Richlawn Hills; Thence Westerly at right angles a distance of 710.0 feet to the Northwest corner of said

Lot 13; Thence Southerly at right angles a distance of 491.54 feet to the Southwest corner of said Lot 13 and to a point on the North right-of-way line of Richlawn Drive; Thence Westerly along said North right-of-way line along the arc of a curve to the right a distance of 238.13 feet; said curve has a radius of 470.0 feet and a central angle of $29^{\circ}01'48''$ to a point of tangent; Thence Westerly along said tangent and along said North right-of-way line a distance of 107.39 feet to a point of curve; Thence Westerly along the arc of a curve to the right and along said North right-of-way line a distance of 263.65 feet; said curve has a radius of 270.0 feet and a central angle of $55^{\circ}56'50''$ to a point of tangent; Thence Northwesterly along said tangent and along said North right-of-way line a distance of 52.07 feet to a point of curve; thence Westerly along the arc of a curve to the left and along said North right-of-way line a distance of 127.30 feet, said curve has a radius of 240.0 feet and a central angle of $30^{\circ}23'23''$ to a point of tangent; thence Westerly along said tangent and along said North right-of-way line a distance of 509.97 feet to a point of curve; Thence Westerly along the arc of a curve to the left and along said North right-of-way line a distance of 59.84 feet, said curve has a radius of 290.0 feet and a central angle of $11^{\circ}49'21''$ to a point of tangent; thence Westerly along said tangent and along said North right-of-way line a distance of 151.71 feet to a point of curve; Thence Northwesterly along the arc of a curve to the right and along said North right-of-way line a distance of 273.32 feet, said curve has a radius of 460.0 feet and a central angle of $34^{\circ}02'35''$ to a point of tangent; Thence Northwesterly along said tangent and along said North right-of-way line a distance of 76.93 feet to the East right-of-way line of County Road No. 43; Thence Northeasterly at right angles North $33^{\circ}22'34''$ East along said East right-of-way line a distance of 1116.38; Thence North $25^{\circ}22'34''$ East along said East line a distance of 788.30 feet; Thence Northeasterly along said East line and along the arc of a curve to the right a distance of 447.33 feet, said curve has a radius of 925.25 and a central angle of $27^{\circ}42'02''$ and a chord that bears North $39^{\circ}23'19''$ East a distance of 442.98 feet to a point of tangent; Thence North $53^{\circ}14'20''$ East along said East line and along said tangent a distance of 1023.50 feet to a point of curve; Thence Northeasterly along said East line and along the arc of a curve to the left a distance of 574.81 feet, said curve has a radius of 847.50 feet a central angle of $38^{\circ}51'38''$ and a chord that bears North $33^{\circ}48'31''$ East a distance of 563.86 feet; Thence North $12^{\circ}47'27''$ East along said East line a distance of 409.59 feet to a point on the East line of the Northeast one-quarter of said Section 4; Thence North $0^{\circ}07'22''$ West along said East line a distance of 30.0 feet to the point of beginning.

Containing 209.126 acres, more or less.

“Parker Parcel”:

A tract of land in the E ½ SW ¼ of Section 27, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Starting at the SE corner of the SW ¼ of said Section 27, which is the POINT OF BEGINNING;

Thence West 660 feet along the South line of said Section;

Thence North 450 feet;

Thence North 42°30' West, 365 feet;

Thence North 33°45' West, 182 feet;

Thence North 77°00' West, 260 feet;

Thence North 285 feet;

Thence North 81°25' East, 520 feet;

Thence North 40°00' East, 140 feet;

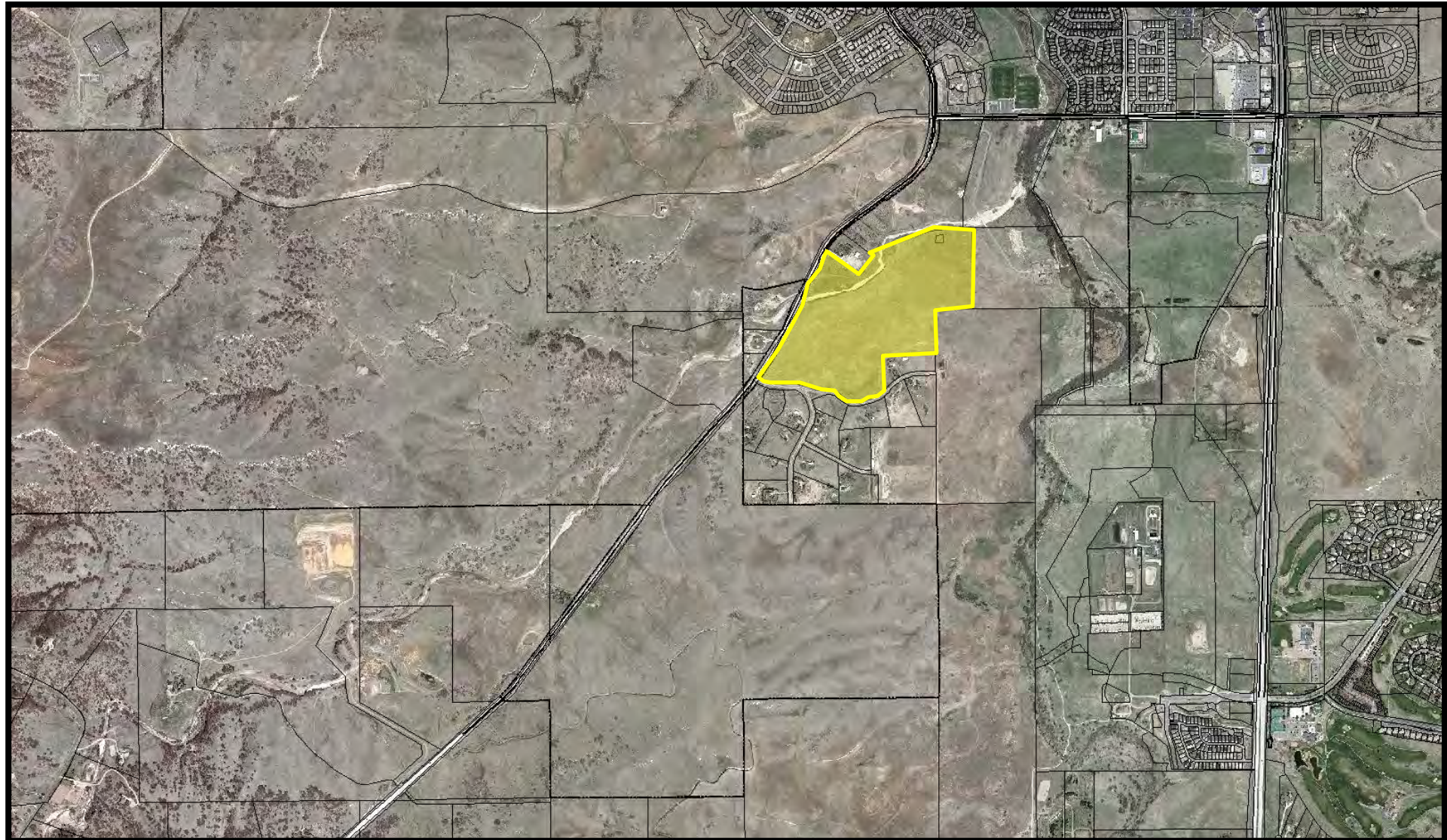
Thence North 1240 feet to the E-W centerline of said Section;

Thence East 660 feet to the center of said Section;

Thence South 2640 feet to the POINT OF BEGINNING.

Containing 47.453 acres, more or less.

Meadowlark Vicinity Map





Request for Town Council Action

Date: July 2, 2018

Submitted By: Randy Sale, Chief Building Official

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.513 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker

Department: Community Development, Randy Sale
Second Reading: July 16, 2018

EXECUTIVE SUMMARY

Execution of this Memorandum of Agreement ("MOA") will allow the Town Parker to continue the inspection service for elevators for residential and commercial projects. The Community Development Building Division will continue to contract with Colorado Code Consulting for elevator inspection service. Costs associated with elevator inspection services will continue to be paid by the building owners.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Elevator and Escalator Certification Act (the Act), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern."

The Act states that: "A qualified local Authority Having Jurisdiction (AHJ) may elect to enter into a Memorandum of Agreement (MOA) with the Colorado Division of Oil and Public Safety (OPS) to regulate conveyances that are located within their jurisdiction territory. Following

OPS' approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ."

The Town and Colorado Department of Labor and Employment, Division of Oil and Public Safety entered into the original MOA on July 2, 2013. The MOA is valid for a period of five years and expires on June 30, 2018. The State has granted an extension until July 26, 2018, to enter into a new agreement. The new MOA will be valid for five years and will expire on June 30, 2023.

This MOA allows the Town the ability to contract with Colorado Code Consultants to inspect and review all elevators and escalators within the Town of Parker.

FINANCIAL IMPACT

None. All fees are paid by the building owners.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance NO. 1.513

RECOMMENDED MOTION

I move to approve Ordinance No. 1.513 on first reading and to schedule second reading for July 16, 2018, as part of the consent agenda.

ORDINANCE NO. 1.513, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT-CMS #14-56516 FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES PURSUANT TO THE ELEVATOR AND ESCALATOR CERTIFICATION ACT, TITLE 9 ARTICLE 5.5, COLORADO REVISED STATUTES BETWEEN THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, DIVISION OF OIL AND PUBLIC SAFETY, AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



**MEMORANDUM OF AGREEMENT-CMS #14-56516
FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES
Pursuant to the Elevator and Escalator Certification Act
Title 9 Article 5.5, Colorado Revised Statutes**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS"), 633 17th Street, Suite 500, Denver, Colorado 80202-3610 and The Town of Parker ("Authority Having Jurisdiction" or "AHJ"), located at 20120 E Mainstreet Parker, Colorado 80138 (collectively referred to as the "Parties").

I. BACKGROUND

The Elevator and Escalator Certification Act (the 'Act'), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern". Conveyance Regulations, 7 Colorado Code of Regulations [CCR] 1101-8, have been promulgated to implement the requirements in the Act, and associated policies and guidance have been developed to further clarify requirements in regulations.

The Act allows a local authority having jurisdiction (AHJ) to enter into an MOA with OPS to regulate conveyances that are located within its territory (city, county or city and county) of authority. Following OPS's approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ.

Any reference in this MOA to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, or as may have been changed or amended since the execution of this MOA. Documents incorporated herein and by reference to this MOA may be viewed on the OPS website at www.colorado.gov/ops.

II. AUTHORITY AND PURPOSE

The principle authority for this MOA is contained in §9-5.5-112 (2), C.R.S. The Parties have entered into this MOA to:

- Identify the responsibilities of each party for ensuring the safety of conveyances within the State of Colorado through compliance with the Act, regulations, and associated policies and guidance;
- Formalize the cooperative working relationships between the Parties; and
- To provide procedures for communications, exchange of information, and resolution of problems as necessary to carry out the provisions of the Act and regulations.

III. EFFECTIVE DATE AND TERM

This MOA shall be effective on July 26, 2018 upon the satisfaction of OPS that the AHJ has developed a program that can adequately regulate conveyances within its territory. This MOA will terminate on June 30, 2023, unless terminated sooner as specified herein.

IV. RESPONSIBILITIES OF OPS

- A. OPS shall approve the AHJ entering into this MOA.
- B. OPS shall adopt nationally recognized conveyance safety standards.
- C. OPS shall require that all newly installed and existing conveyances in the State of Colorado are registered with OPS. This process will include the collection of a one-time registration fee from the conveyance owner.
- D. OPS shall require that all conveyance contractors, mechanics, temporary mechanics and inspectors conducting work in the State of Colorado are licensed through OPS.

V. RESPONSIBILITIES OF THE AHJ

- A. The AHJ shall operate and enforce a conveyance regulation program within its territory of authority with standards equal to or more stringent than those within current OPS statute and regulation.
- B. The AHJ shall relay information regarding conveyances within its territory to the OPS on an annual frequency. This information shall be submitted to OPS no later than February 28th of each calendar year and shall include information from the previous calendar year. The information and information format shall be determined by the OPS and shall be incorporated by reference herein to this MOA.

- C. The AHJ shall, in cooperation with OPS, establish a schedule for the AHJ to initially adopt standards listed in §9-5.5-112 (1), C.R.S. Following this initial adoption, the AHJ shall remain current in adoption of future standard versions within 12 months from the date at which OPS adopts the standard.
- D. The AHJ shall ensure that all new and existing conveyances regulated by OPS within the territory of the AHJ are registered with OPS prior to issuing a Certificate of Operation for those conveyances.
- E. The AHJ shall be responsible for ensuring that all conveyances within the AHJ territory are operating under a current Certificate of Operation.
- F. The AHJ shall ensure that all entities described in IV. D. above are licensed with OPS prior to conducting work in its territory. Information regarding unlicensed entities shall be reported to OPS immediately in order that OPS enforcement be initiated.
- G. Within 24 hours of notification received by the AHJ, the AHJ shall notify OPS of any accident resulting in injury to an individual.
- H. If the AHJ utilizes a subcontractor in the performance of its responsibilities under this MOA, the AHJ shall ensure that the subcontractor holds all required licenses and/or certification to perform their responsibilities, and maintains adequate insurance coverage at all times while performing their responsibilities.
- I. The AHJ shall issue a construction permit to the conveyance owner or conveyance contractor prior to the installation or alteration of a regulated conveyance.
- J. If allowed per AHJ regulations, the AHJ shall review and make determination of approval or denial for all Alternate Materials and Methods Requests (AMMR - code variances) submitted by conveyance owners or contractors. The AHJ must notify the OPS on all AMMR determinations.

VI. ACCESS TO INFORMATION

- A. To the extent allowed by law, each party shall make available to each to the other party, at no cost, information regarding conveyances within its territory. Requests for information shall not impose an unreasonable resource burden on the other party.
- B. Upon reasonable notice to the AHJ during the term of this MOA, OPS may inspect and review AHJ's records with regard to this MOA.

VII. TERMINATION

The Parties may terminate this MOA for their convenience by notifying the other party in writing, as described in Section VIII C of this MOA, of their intent to terminate this MOA. Such termination shall be effective thirty (30) calendar days following notice. Notwithstanding the above, OPS may terminate this MOA immediately if the AHJ fails to satisfactorily perform its responsibilities hereunder during the term of this MOA.

VIII. GENERAL PROVISIONS

A. Legal Authority

The parties warrant that each possesses actual, legal authority to enter into this MOA. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOA and bind that party to its terms. The person or persons signing this MOA, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOA, and any attachments or amendments hereto, on behalf of that party.

B. Notice of Pending Litigation

Unless otherwise provided for in this MOA, the AHJ shall notify the OPS individuals, as listed below in C, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this MOA and which has been filed in any federal or state court or administrative agency.

C. Notice Procedure

All notices required to be given under this MOA shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. If sent by facsimile, notice shall be deemed given at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

For the AHJ:

Name & Title:	Town of Parker Attn: Randy Sale, Chief Building Official
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Address:	20120 E Mainstreet Parker, Colorado 80138-7335
Phone/Fax:	303.841.1970/303.840.8592

For OPS:

Name & Title:	Lisa Eze, Purchasing Director
Address:	Colorado Department of Labor & Employment 633 17 th Street, Suite 1100, Denver CO 80202
Phone/Fax:	303-318-8054, 303-318-8068

With a copy to:

Name & Title:	Greg Johnson, Conveyance Section Manager
Address:	Colorado Department of Labor & Employment Oil & Public Safety Division 633 17 th Street, Suite 500, Denver CO 80202
Phone/Fax:	303-318-8536, 303-318-8534

D. Independent Contractor

Neither AHJ nor any agent or employee of AHJ shall be or shall be deemed to be an agent or employee of OPS.

E. Third-Party Claims

Only to the extent that indemnification is consistent with any constitutional or statutory limitations on the AHJ's ability to indemnify others, to the extent permitted by law, the AHJ shall indemnify and hold OPS harmless against any third party claims that may arise under this MOA as a direct result of the AHJ's performance or non-performance of its responsibilities hereunder.

F. Adherence To Applicable Laws.

At all times during the term of this MOA, both parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOA.

G. Venue.

The Parties agree that exclusive venue for any action related to this MOA shall be filed in the City and County of Denver, Colorado.

H. Governmental Immunity Act

No term or condition of this MOA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Entire Understanding

This MOA is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

IX. APPROVALS

The Parties hereto have executed this MOA.

Town of Parker, Colorado By: _____ Mike Waid, Mayor Date: _____ ATTEST: _____ Carol Baumgartner, Town Clerk APPROVED AS TO FORM AND SUFFICIENCY: _____ James S. Maloney, Town Attorney	Colorado Department of Labor and Employment Division of Oil and Public Safety By: _____ Mahesh Albuquerque, Director Date: _____
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Request for Town Council Action

Date: July 2, 2018

Submitted By: Doreen Jokerst, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.41 - First Reading**
A Bill for an Ordinance to Amend Various Sections of Title 9 of the Parker Municipal Code Concerning Animals

Department: Police Department, Doreen Jokerst
Second Reading: July 16, 2018

EXECUTIVE SUMMARY

The purpose of this ordinance is to amend various sections of Title 9 of the Parker Municipal Code concerning animals. The amendment would:

1. Eliminate the requirement to register dogs that are intact.
2. Allow the sale or transfer of a dog to be completed at eight (8) weeks versus 10 weeks, consistent with state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Currently, the Town of Parker does not have a system in place to complete the registration process for an “intact” dog, nor has it been enforced in the past. The ordinance would remove this requirement from the Town’s Code.

Regarding the requirement that a sale or transfer of a dog not take place until the age of ten (10) weeks is inconsistent with the state’s law. The language between the current Code and the state’s law has caused confusion for residents who are trying to be compliant. The ordinance would amend the Code to allow the sale or transfer of a dog to be completed at eight (8) weeks of age instead of ten (10) weeks to be consistent with the state’s law.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 5.06.41

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.41 on first reading and to schedule second reading for July, 16, 2018, as part of the consent agenda.

ORDINANCE NO. 5.06.41, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND VARIOUS SECTIONS OF TITLE 9 OF THE PARKER MUNICIPAL CODE CONCERNING ANIMALS

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Section 9.05.020, subsection (a) of the Parker Municipal Code is amended to read as follows:

9.05.020 Dog litter maintenance.

(a) No dog owner or keeper shall permanently remove any healthy pup under the age of ~~ten (10)~~ **eight (8)** weeks from its mother. Pups under ~~ten (10)~~ **eight (8)** weeks of age shall only be separated from their mother temporarily for feeding or other care, or if they show symptoms of serious illness or injury and require veterinary treatment.

Section 2. Section 9.06.090 of the Parker Municipal Code is amended by the deletion in its entirety of subsection (b)(4).

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: July 2, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.1 - First Reading**
A Bill for an Ordinance Approving the Amendment to
Agreement Regarding Design and Construction of Drainage
and Flood Control Improvements for Cherry Creek at the
KOA Property Town of Parker Agreement No. 17-059.19A
Project No. 106722 by and between Urban Drainage and
Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob
James

Second Reading: July 16, 2018

EXECUTIVE SUMMARY

The Town of Parker and Urban Drainage and Flood Control District previously executed an intergovernmental agreement to fund the design of improvements to Cherry Creek from the McCabe Meadows trailhead to the vicinity of Flat Acres Farm. This segment of Cherry Creek is generally adjacent to the KOA property. The Town and District would like to amend the agreement to include additional funding to finalize the design and plan for construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and Urban Drainage and Flood Control District have partnered to design and construct several major drainageway projects along Cherry Creek in an effort to stabilize the creek throughout Town. This reach has been identified as unstable with various locations of bank and channel invert erosion. This reach is also in the vicinity of a potential roadway crossing (Dransfeldt Road) and will need to be stabilized to improve the bridge approach and flow paths. The previous agreement funded engineering design which is currently underway and anticipated to be completed in the fall of 2018. This amendment will allow for additional funding to complete final design of the improvements and partially fund construction

in 2019. This agreement is anticipated to be modified one additional time in 2019 to include funds from the Cherry Creek Basin Water Quality Authority, Urban Drainage and the Town.

FINANCIAL IMPACT

This project is identified in the 2018 Stormwater Capital Improvements Projects budget that has been approved by Town Council. The approved budget amount for 2018 is \$250,000 and included an assumption of a complete match of funds by Urban Drainage. A breakdown of funding including this amendment is shown below:

2017 Design:

Town of Parker	\$65,000
Urban Drainage:	\$65,000

2018 Design/Construction:

Town of Parker:	\$250,000
Urban Drainage:	\$250,000

Total Budget:	\$630,000
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STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.267.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.1 on first reading and to schedule second reading for July, 16, 2018, as part of the consent agenda.

ORDINANCE NO. 9.267.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER AGREEMENT NO. 17-05.19S PROJECT NO. 106722 BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19A Project No. 106722 by and between Urban Drainage and Flood Control District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER

Agreement No. 17-05.19A
Project No. 106722

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property, Town of Parker" (Agreement No. 17-05.19) dated August 7, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction of drainage and flood control improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, PARTIES desire to increase the level of funding by \$500,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. __, Series of 2018); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$630,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>		<u>AS</u>	<u>ORIGINAL</u>
		<u>AMENDED</u>	
1.	Final Design	\$ 400,000	\$ 130,000
2.	Construction	\$ 170,000	\$ -0-
3.	Contingency	\$ 60,000	\$ -0-
	Grand Total	\$ 630,000	\$ 130,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$ 65,000	\$250,000	\$315,000
TOWN	50.00%	\$ 65,000	\$250,000	\$315,000
TOTAL	100.00%	\$130,000	\$500,000	\$630,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (TOWN - \$315,000; DISTRICT - \$315,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN

request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 17-05.19 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Name_____

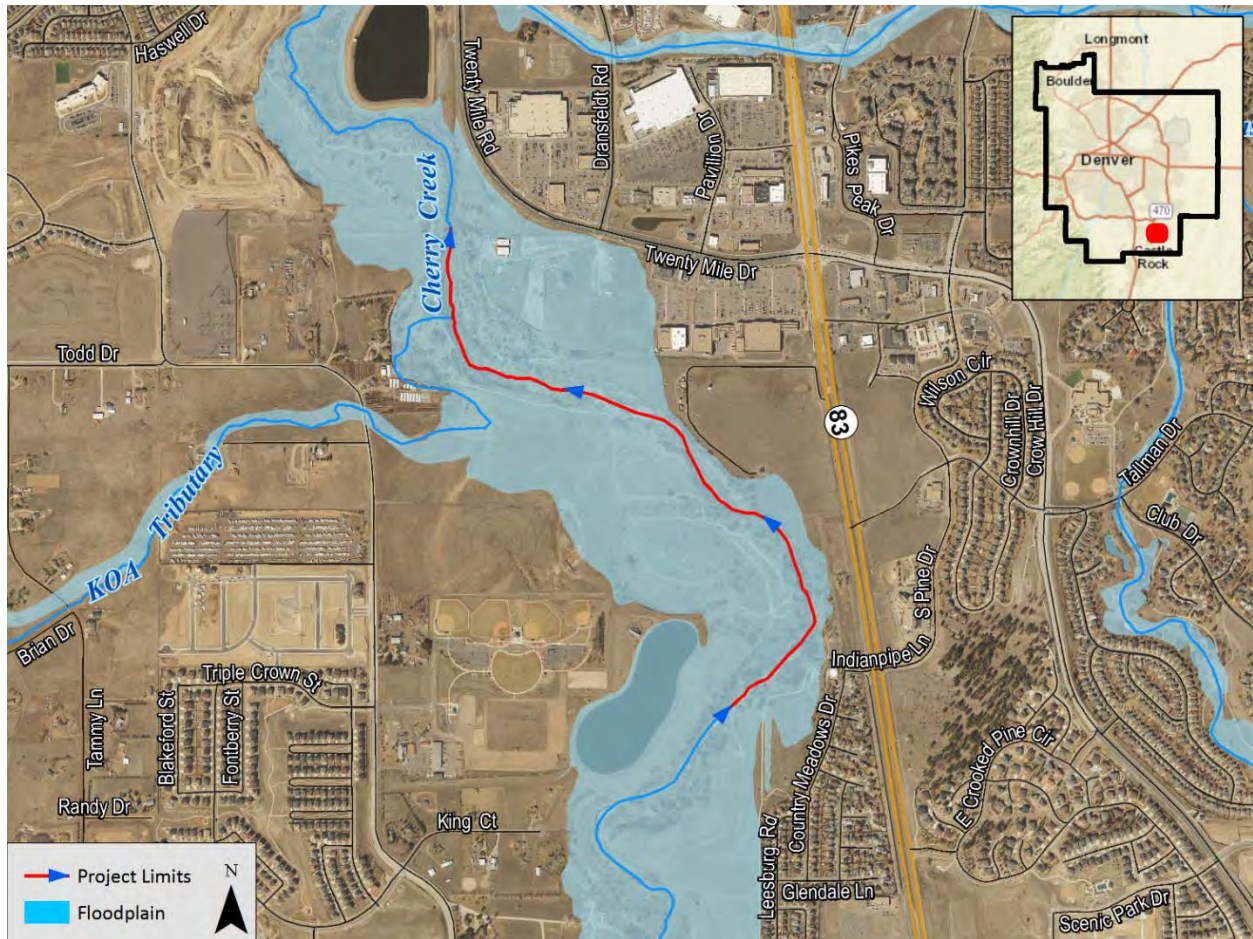
Title_____

Date_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19A
Project No. 106722

Exhibit A





Request for Town Council Action

Date: July 2, 2018

Submitted By: Carolyn Washee-Freeland, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Contract Amendment No. 1 - Development Design Standards Rewrite Project**

Amount:	Amended \$23,558.21
Contractor:	Urban Design Associates, Ltd.
Department:	Community Development, Carolyn Washee-Freeland

EXECUTIVE SUMMARY

The Community Development Department working with Urban Design Associates (UDA) and Dig Studio is nearing completion of the project to create new development design standards. The Multi-Family Residential Design Standards have been completed and the Commercial, Light Industrial and Mixed-Use Design Standards are nearing completion.

Community Development staff requests approval of the First Amendment to Contract RFP 16-018, Development Design Standards Rewrite Project, with UDA and Dig Studios. The purpose of the First Amendment is to revise the scope of work, timeline and schedule for the completion of Project Component 2; Commercial, Industrial, and Mixed-Use (CIMU) Design Standards. The revisions are outlined in the replacement Exhibit A (Scope of Services), replacement Exhibit B (Project Schedule) and replacement Exhibit C (Compensation) requiring the Consultant to:

1. Continue work on the CIMU Project Component No. 2 and extend the project schedule to the end of September 2018.
2. Remove UDA Trip No. 4 from Exhibit A.
3. Revise Task 4-Implementation to include implementation strategies and a Criteria for Review Process; and

4. Replace Exhibit C–Compensation in which the Town will issue final payment upon completion, review and acceptance of final CIMU Project Component No. 2. The contract amount will not be increased and final payment will be \$23,558.21.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On December 15, 2016, the Town issued a Request for Proposals (RFP) to rewrite Parker’s existing Commercial, Industrial, and Multi-Family Development Design Standards. The Town received a total of four (4) proposals and the consultant team Urban Design Associates, Ltd. (UDA) and Dig Studios were selected with the highest scoring proposal. A Professional Services Agreement (PSA) was executed upon award of the contract and Town Council approved the PSA on April 3, 2017, with a contract amount of \$129,990.00. The project was anticipated to be completed by November 17, 2017.

The project commenced in late 2017 following Town Council approval of the PSA and the consultant team proceeded to work on tasks for the Multi-Family Residential Design Standards Project Component No. 1. In May, 2018 the consultant team completed the new Multi-Family Residential Design Standards to the Town’s satisfaction in accordance with the terms of the contract.

Community Development staff have been negotiating with UDA about the terms and conditions for project completion including delivery of the CIMU Design Standards. This request arises from those negotiations. Following approval of the First Amendment to the Contract RFP 16-018, the consultant team will continue work on the CIMU Project Component No. 2 per the revised schedule as stated in Replacement Exhibit B.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. First Amendment to the Professional Services Agreement

RECOMMENDED MOTION

I move to approve the First Amendment to contract RFP 16-018, as part of the consent agenda.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 12th day of June, 2018, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Urban Design Associates, Ltd., a Pennsylvania business corporation (the "Consultant").

RECITALS:

A. The Town and the Consultant entered into the Professional Services Agreement (the "Agreement") for professional consulting services for the development of design standards (the "Project") on April 4, 2017.

B. The Town and the Consultant desire to amend the Agreement to include a revised scope and timeline requested by the Town and the Consultant.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. Revised scope, timeline and payment schedule for the completion of Project Component 2, Commercial & Industrial and Vertical Mixed-Use (business, retail, and residential) design standard guidelines as outlined in Replacement Exhibit A, Replacement Exhibit B, and Replacement Exhibit C as they pertain to Project Component 2 only.

Section 2. The Town and the Contractor acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

IN WITNESS WHEREOF, this First Amendment is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

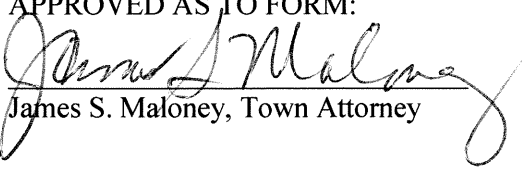
By: _____

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney

CONSULTANT: URBAN DESIGN
ASSOCIATES, LTD.

By:

Name and Title

PAUL OSTERGAARD
MANAGING PRINCIPAL

STATE OF PENNSYLVANIA)
)ss.
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 12th day of June,
2017, by Paul B. Ostergaard.

My commission expires: Aug 4, 2021.

SEAL

Commonwealth of Pennsylvania

Notary Public

Notarial Seal
GAIL A ARMSTRONG - Notary Public
CITY OF PITTSBURGH, ALLEGHENY CNTY
My Commission Expires Aug 4, 2021

REPLACEMENT EXHIBIT A

Project Component 1: Multi-Family, has been completed in its entirety in accordance with the terms of the Agreement to the satisfaction of the Town.

Project Component 2: Commercial & Industrial and Vertical Mixed-Use (business, retail, and residential) (CIMU) remaining scope:

1. **Task 3 (CIMU):** UDA will produce a Draft 2 CIMU Chapter as follows:
 - a) CIMU Draft 2 incorporates all of the Town's redlined edits/comments and direction provided on the CIMU Draft 1, and the results of CIMU Visual Preference Survey
 - UDA will deliver clean PDF and Word document version of the CIMU Draft 2 document.
 - With the clean version of the document, UDA will provide an accompanying tracking spreadsheet, which indicates how previous Town Staff Comments/Edits and direction were addressed.
 - UDA will provide the PDF version of the CIMU Draft 1 with comments documenting the minutes and resolutions from the GoTo meetings on February 28th and March 2, 2018. This PDF document and PDF notes (made by UDA during those GoTo Meetings) will serve as the agreed upon approach for resolving identified issues.
 - b) Incorporate all references, images, and content
 - c) Have undergone an editing process for consistency, spelling, capitalization, technical review of standards
 - d) Have undergone a quality control editing process by a senior partner at UDA to provide technical expertise and review
 - e) Meet Industry standards for a complete development design standards document
 - f) Include one to two (1-2) Go-To meetings to discuss/clarify any Town staff comments (Total time limited to 2 hours per meeting)
2. **Task 3 (CIMU):** UDA will produce a finalized CIMU document that incorporates final minor Town edits that is 100% complete. This final document will include:
 - a) Final comments/edits from public review, Planning Commission, Developer Liaison Committee, and Town Council study session comments regarding minor revisions to CIMU graphics.
 - Final Town staff comments limited to minor revisions to CIMU graphics
 - There will ***not*** be any new graphics generated for the finalized CIMU document, however, minor edits to graphics already included in Draft 2 to reconcile any graphics that do not accurately portray the written standards will be picked up.
 - The Town will not propose reorganization of the document.

- The Town will accompany any text edits with verbatim replacement or added language. UDA will spend a maximum of 2 hours picking up text edits. If the edits require an excess of 2 hours of UDA's time, the edits will be the responsibility of the Town once UDA has delivered the InDesign document at the end of the process. UDA will document which edits remain unaddressed.
 - The Town will not change direction on the final document or add any new design standards to the document. Final clean version of the document, which will include an accompanying tracking spreadsheet, which indicates how previous Town Staff Comments/Edits and direction were addressed.
- b) UDA will provide technical expertise to address potential technical questions that may arise from public review, Planning Commission, Developer Liaison Committee (DLC), and Town Council study session comments as guidance to Town staff.
- UDA will participate in one (1) GoTo meeting to discuss/clarify technical questions arising from the public, Planning Commission, DLC, and Council review (call time limited to 2 hours).
 - All changes will be completed by Town staff upon receiving the final InDesign documents from UDA.
- c) UDA will provide the packaged InDesign documents for the Development Design Standards document, including the Introduction, Multiple-Family, and CIMU Chapters to the Town.
- Any outstanding text edits will be picked up by the Town in the provided InDesign document.
3. **Task 4 (Implementation):** UDA will produce a maximum two-page document to address Implementation of the Development Design Standards at 100% percent complete. The Implementation document will include the following:
- a) Recommendations, concepts, and best practices for developing an Architectural Review Board (ARB), Development Review Board (DRB), or similar structure, based on consultant team experience.
- b) Recommendation for criteria for review process
- The criteria may act as a checklist, or score card for the Town to evaluate different structures, processes, or tools and to eventually select the appropriate approach for the Town of Parker
 - The criteria provide guidelines and a foundation for the Town's consideration when evaluating structures and processes not within the experience of the consultant team.
- c) UDA Trip 4 will not be included in Task 4, and this task item will be removed from the project scope of work.

REPLACEMENT EXHIBIT B

Proposed Schedule:

Project Schedule – Item Description	Due Date
Contract Amendment Authorized by Town of Parker Council	July 2 nd , 2018
Draft 2, Submitted by UDA to the Town for review	August 10 th , 2018
Comments from Town Staff, the public, Planning Commission, Developer Liaison Committee, and Town Council and Redline of Draft 2, Submitted by the Town to UDA for incorporation into Final document (Edits shall be limited per the terms in Exhibit A). One (1) two-hour GoTo Meeting to discuss/clarify technical questions, schedule to be determined.	September 14 th , 2018
Final CIMU Document and Final Implementation Document (PDF and InDesign Package) Submitted by UDA to the Town	September 30 th , 2018

It is understood and agreed by both parties that the dates listed above are maximum deadlines. Items completed prior to the deadline will adjust the subsequent deadline dates by the exact number of days the item is submitted prior to the previous deadline. I.e. – Deadline August 10th, 2018, item submitted August 1st, 2018; subsequent deadline adjusts from September 14th, 2018 to September 6th, 2018 and from September 30th, 2018 to September 22nd, 2018.

REPLACEMENT EXHIBIT C

The final UDA budget corresponding to the scope outlined in this Amendment is \$23,558.21. This figure is broken down as follows:

1. Unpaid \$798.00 for the Project Component 1: Multi-Family, which will be billed out with final payment
2. Remaining balance for completion of Project Component 2: Commercial & Industrial and Vertical Mixed-Use (CIMU) remaining scope, which includes unpaid UDA invoice #121743 from January 2018 (held due to the Town contested percent complete).

Final payment of \$23,558.21 will be paid upon completion, review, and acceptance of Project Component 2: Commercial & Industrial and Vertical Mixed-Use (CIMU) remaining scope as outlined in this Amendment.



Request for Town Council Action

Date: July 2, 2018
Submitted By: Ryan McGee, Associate Planner
Reviewed By: Michelle Kivela, Town Administrator
Title: **LOT 1 - TRACTS 8 & 9 BLAIR INDUSTRIAL CENTER
TRACTS 7, 8, 9, First Amendment - Use by Special Review**

Applicant: Ellis Properties LLC, Carl Ellis
Location: Progress Way south of Progress Lane
Department: Community Development, Ryan McGee
TRAKiT No. Z16-024

EXECUTIVE SUMMARY

The applicant, Ellis Properties LLC, is seeking a Use by Special Review approval to allow for the legalization and continuation of an existing non-permitted outdoor storage use on Lot 1 of the Blair Industrial Park, 1st Amendment. The site is located on the west side of Progress Way south of Progress Lane.

The outdoor storage uses occurring on this site consists of temporarily stored vehicles associated with a towing business on the southern half of the lot. The northern half of the lot is being used for the storage of construction materials. The Use by Special Review is being processed concurrently with a site plan which consists of storm water quality enhancements and landscape improvements along Progress Way.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

In February of 2016, the Town of Parker Town Council approved an Ordinance 3.321 that prohibited storage as a primary land use in Parker. The ordinance consisted of a provision that also allows existing storage use(s) such as this site within the LI – Light Industrial District to continue as a legal nonconforming use. The provision required that as long as applications for any required land use approvals were submitted to the Town prior to September 7, 2016, the use could continue its operations.

The applicant submitted complete Use by Special Review and Site Plan applications in July of 2016. The Use by Special Review and the Site Plan proposal to allow the site to be continued to be used as outdoor storage are being reviewed concurrently.

The Site Plan review will be required to meet all conditions of the Use by Special Review and will require administrative approval. The Site Plan review will address construction of an on-site sediment and secondary containment basin for improving storm water quality, designating temporary vehicle storage areas and drive aisles, as well as installing landscape improvements along Progress Way and along the southerly access drive.

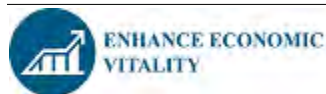
Staff has reviewed the proposed Use by Special Review and has determined that, subject to the seven (7) conditions outlined in this staff report, the proposal will be in compliance with the Parker 2035 Master Plan and meets the nine criteria for Use by Special Review set forth in the Land Development Ordinance.

The Planning Commission held a public hearing on June 14, 2018, concerning the Use by Special Review request and recommended that the Town Council approve the request. The Planning Commission vote was 7 - 0 in favor of recommending Town Council approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Planning Commission Staff Report
2. Materials Handling and Spill Prevention Manual
3. Site Plan

RECOMMENDED MOTION

I move to approve, based on staff findings, with the following conditions contained in the staff report.

1. That the outdoor storage uses be allowed to continue to the extent permitted by the Town of Parker Land Development Ordinance Section 13.04.230 Nonconforming situations.
2. The property owner and the property owner's employees must implement the procedures and methods as outlined in the approved Materials Handling and Spill Prevention Manual if there is potential for and/or in the event that a waste fluid spill or leak occurs on the property. The property owner must keep the approved Materials Handling and Spill Prevention Manual on file at the property owner's location of business.

3. The property owner must not allow the parking of vehicles, temporary or otherwise outside of the fenced enclosure on Progress Way or on any of the surrounding streets or private access drives.
4. The property owner must not allow the selling or auctioning of vehicles or vehicle parts and accessories on the property.
5. The property owner must not allow for construction materials, equipment or vehicle(s) stacking that would exceed the height of the existing, six (6)-foot-high screen fence.
6. The property owner must irrigate and maintain the landscaping in accordance with the approved site plan and the Town of Parker Land Development Ordinance Section 13.06.070 Landscape regulations.
7. This Use by Special Review is subject to annual review by the Planning Department or as often as the Town Council deems appropriate to ensure compliance with the seven (7) Use by Special Review criteria and the stated conditions of approval.



Planning Commission Staff Report

Planning Commission Date: 6/14/2018

Town Council Date: 7/2/2018

Hearing Type: Public Hearing
Lot 1 - Tracts 8 & 9 Blair Industrial Center Tracts 7, 8
and 9 First Amendment – Use by Special Review
Planning Case No. Z16-024

Location: 10295 Progress Way

Project Planner: Ryan McGee, AICP, Associate Planner

Applicant: Steve Ceresa, Jehn Engineering

Executive Summary: A Use by Special Review request to allow for the continuation of an existing outdoor storage use.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Use by Special Review request to allow for the continuation of an existing nonconforming outdoor storage use subject to the seven (7) conditions contained in staff’s report:”

1. That the outdoor storage use be allowed to continue to the extent permitted by the Town of Parker Land Development Ordinance Section 13.04.230 Nonconforming situations.
2. The property owner and the property owner’s employees must implement the procedures and methods as outlined in the approved Materials Handling and Spill Prevention Manual if there is potential for and/or in the event that a waste fluid spill or leak occurs on the property. The property owner must keep the approved Materials Handling and Spill Prevention Manual on file at the property owner’s location of business.
3. The property owner must not allow the parking of vehicles, temporary or otherwise outside of the fenced enclosure on Progress Way or on any of the surrounding streets or access drives.
4. The property owner must not allow the selling or auctioning of vehicles or vehicle parts and accessories on the property.

5. The property owner must not allow for construction materials, equipment or vehicle(s) stacking that would exceed the height of the existing, six (6)-foot-high screen fence.
6. The property owner must irrigate and maintain the landscaping in accordance with the approved site plan and the Town of Parker Land Development Ordinance Section 13.06.070 Landscape regulations.
7. This Use by Special Review is subject to annual review by the Planning Department or as often as the Town Council deems appropriate to ensure compliance with the nine (9) Use by Special Review criteria and all of the stated conditions of approval.

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Use by Special Review request to allow for the continuation of an existing nonconforming outdoor storage use, subject to the following conditions:"

"I move the Planning Commission recommend Town Council deny the Use by Special Review request to allow for the continuation of an existing nonconforming outdoor storage use as the request does not meet the following approval criteria:"

-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the Use by Special Review request to allow for the continuation of an existing nonconforming outdoor storage use to a future date."

I. BACKGROUND/DISCUSSION

The property owner of Lot 1 Blair Industrial Center 1st Amendment is seeking Use by Special Review approval to allow for the legalization and continuation of an existing non permitted outdoor storage use. The property owner operates a vehicle towing business and uses the south half of the property for the temporary storage of towed vehicles and the north half the property for the storage of construction related materials and equipment. There are no buildings or structures located on-site and no buildings or structures are proposed. The site is not accessible to the public and the outdoor storage yard is enclosed on all sides by a secured, six-foot-high slatted chain-link fence.

In February of 2016, the Town of Parker Town Council approved an ordinance that prohibited storage as a primary land use in Parker. Ordinance 3.321 also consisted of a provision to allow for existing storage use(s) within the LI – Light Industrial District such as this site to continue as a nonconforming use as long as a Use by Special Review application was submitted to the Town for consideration prior to September 7, 2016.

The property owner submitted complete Use by Special Review and Site Plan applications for staff consideration in July of 2016. The Use by Special Review consists of the applicant's written responses to the Town's nine Use by Special criteria and the site plan proposal, which is being reviewed concurrently with this Use by Special Review, consists of constructing an on-site sediment basin for improving storm water quality, designating temporary vehicle storage areas and drive aisles, as well as installing landscape improvements along Progress Way.

The purpose of the site plan improvements is to satisfactorily meet the Town's Use by Special Review criteria and to allow the property owner to legally continue the outdoor storage use.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
January 21, 1983	Annexed into the Town of Parker and Zoned LI – Light Industrial District.
July 1, 2013	Light Industrial Conservation District Overlay Zone District Approved.
March 7, 2016	Town Council approves Ordinance No. 3.321 creating the Storage Uses Overlay District.
November 30, 2016	Replat to create Lot 1 Tracts 8 & 9 Blair Industrial Center Tracts 7, 8 and 9 1st Amendment approved.

III. CURRENT SITE DATA

Existing Zoning	LI - Light Industrial
Overlay District	Light Industrial Conservation Industrial District
Overlay District	Storage Uses Overlay District
PD & Plan Area	N/A
Master Plan Area	Light Industrial
Site Acreage	1.318 acres
Subdivision	Blair Industrial Center

Existing Use		Temporary outdoor vehicle storage and construction material and equipment storage	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	LI - Light Industrial	Outdoor storage
South	Light Industrial	LI - Light Industrial	Flex Industrial Space
East	Light Industrial	LI - Light Industrial	Professional Offices
West	Light Industrial	LI - Light Industrial	Auto Repair

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Light Industrial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The current Master Plan does not support storage uses specifically however this Use by Special Review application was submitted prior to the Storage Uses Overlay District ordinance deadline to submit of September 7, 2016. Prior to the Storage Uses Overlay District implementation the Master Plan did support storage uses. The current Master Plan identifies this property as being within the Light Industrial District Character Area which identifies “spaces that serve local light industrial businesses” and “commercial services that have synergistic relationships” as appropriate land uses. Moreover, the current Master Plan states “Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses.” The existing temporary vehicle storage and construction materials and equipment storage is consistent with the Light Industrial District Character Area as it offers commercial services (towing and construction materials storage) to local light industrial businesses and is low impact in nature.
Consistent Goals/Strategies	<u>Land Use 1.J</u> , <u>Natural Resource Protection 4</u> , <u>Natural Resource Protection 4.C</u> , <u>Natural Resource Protection 4.D</u> , <u>Natural Resource Protection 4.E</u>
Inconsistent Goals/Strategies	None
Staff Analysis	The landscape improvements proposed with the site plan are consistent with the goals and strategies to

	improve community appearance and design. The drainage improvements along with the proposed on-site fluid spill mitigation efforts will ensure that measures are in place to protect groundwater and minimize pollution of water resources from non-point and point sources.
--	---

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	N/A N/A
Policies/Guidelines/Strategies	N/A N/A
Consistency Review	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	N/A

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 40 ft. Side – 15 ft. Rear – 25 ft. Corner – N/A	No buildings or structures are proposed.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	35 ft.	No buildings or structures are proposed.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	1.318 acres	The lot size is not increasing.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The landscaping proposed adjacent to this parcel and along Progress Way will screen the outdoor storage yard and improve the streetscape.	☒ Consistent ☐ Inconsistent ☐ N/A

Off-Street Parking	Title 13.06.050	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Miscellaneous	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis			

DEVELOPMENT POTENTIAL			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	N/A	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Manufacturing, machine shops, production and distribution facilities, flex office, research and development, high tech and medical device manufacturing.	Existing outdoor storage is proposed to continue at this location.	☐ Consistent ☐ Inconsistent ☒ No Change
Height/Stories	The Master Plan does not establish building height requirements.	No buildings or structures are proposed.	☐ Consistent ☐ Inconsistent ☒ No Change
Staff Analysis			

VII. DESIGN REVIEW

The site development plan designates access drives, temporary vehicle storage areas, contractor storage areas and a sediment/secondary containment basin. The landscape plan proposes landscaping on the east side of the site adjacent to Progress Way. The proposed evergreen trees along Progress Way will screen the outdoor storage yard and the shrubs, cobble mulch and granite boulders proposed will bring the streetscape landscaping adjacent to this property into consistency with the surrounding streetscape landscaping.

VIII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The site is accessed from two points off Progress Way. The site is enclosed on all sides by a secured six-foot-high fence and cannot be accessed by members of the public. A 20-foot-wide drive aisle loop with turnarounds is proposed on the site to allow for vehicular and emergency access.

The property owner does not desire to increase the intensity of use(s) from what already exists and estimates that the site will continue to see approximately 16 vehicle trips per day for both temporary vehicle storage and construction materials and equipment storage uses.

IX. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant's Response

The 10295 S. Progress Way Parker Towing temporary impound lot and construction materials storage lot is located within the Blair Industrial Center. The neighboring properties are a mixture of light industrial and commercial use. 10295 S. Progress Way has been used for vehicle impoundment for 23 years and contractor construction materials storage for over 10 years; a use that does not deviate from character of the surrounding areas. The Blair Industrial Center is occupied by several auto repair facilities and construction companies as well as other businesses in the automotive and construction industry. 10295 S. Progress Way is centrally located near the Parker Police Department and in-between South Metro Fire Rescue stations 41 and 45. The surrounding automotive businesses and Police/Fire departments benefit from a temporary impoundment lot with such a location run by a long time Town of Parker based business. Contractors benefit from the ability to store and stage construction materials in such a central location. To improve site aesthetics and bring the 10295 S. Progress Way site into conformance with Town of Parker landscaping recommendations, a Landscaping plan prepared by American Landscape Maintenance, will be implemented to ensure proper screening and blend the site in with the surrounding areas.

Staff Analysis

Lot 1 Tracts 8 & 9 Blair Industrial Center Tracts 7, 8 and 9 1st Amendment is surrounded by auto repair, office and flex industrial land uses. The existing outdoor storage yard will continue to be used for temporary storage of vehicles and construction material and equipment storage and is similar in character to many of the surrounding uses. The landscaping proposed along Progress Way will bring the streetscape landscaping into consistency with the surrounding streetscape landscaping and provide additional screening. Staff finds that the use along with the proposed improvements will be in harmony and compatible with the light industrial character of the surrounding area.

Based on this analysis, staff has determined that this request meets the criterion.

2. Will be consistent with the Town Master Plan.

Applicant's Response

The Light Industrial District is centrally located with spaces that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area”

10295 S. Progress Way was purchased by the current owner 2 years ago with the intention of using the site in the same manner as it has been used for many years. The site has been used for vehicle impoundment for 23 years and contractor construction materials storage for over 10 years. The Blair Industrial Center, in which the site is located, is occupied by several auto repair facilities and construction companies as well as other businesses in the automotive and construction industry. 10295 S. Progress Way is centrally located near the Parker Police Department and in-between South Metro Fire Rescue stations 41 and 45.

Temporary impound of vehicles and storage of construction materials is not a gross departure from conforming Light Industrial use. Both uses could fall under the “commercial services” category of use. The site provides storage for two local businesses that service and help the growth in the Town of Parker. New construction in the Town of Parker is very prevalent and developments require efficient construction companies that have the ability to store and stage the materials. The Parker towing temporary impound lot is used by a local business serving other local businesses and governmental agencies in the Town of Parker. With proper screening from Landscaping and proper site operational practices (Construction materials stacked no higher than screening fences, erosion control, chemical spill prevention and cleanup, etc.) the site use shall be no more impactful to the community than any other business in the neighborhood. This Use by Special Review is requested as an interim condition between today and fully conforming Light Industrial redevelopment in the future.

Staff Analysis

The Master Plan identifies this property as being within the Light Industrial District Character Area which identifies “spaces that serve local light industrial businesses” and “commercial services that have synergistic relationships” as appropriate land uses. The Master Plan also states that processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor, noise, vibration or other impacts which are detrimental to abutting properties or land uses.

The existing temporary vehicle storage and construction materials and equipment storage yard is consistent with the Light Industrial District Character Area in that it provides a commercial service in a synergistic way with businesses such as auto repair and construction contractors. The conditions of this Use by Special Review and the site plan that is running concurrent with this application, are intended to ensure that the outdoor storage uses will not create excessive fumes, odors, noise or vibrations that will be detrimental to adjacent land uses. The use serves local light industrial businesses and is therefore consistent with the Town of Parker Master Plan.

Based on this analysis, staff has determined that this request meets the criterion.

3. Will not result in an over-intensive use of land.

Applicant's Response

Currently, this non-conforming site is resulting in over-intensive use of land. Nearly 100% of this site is currently being used. Stress on the land from over-intensive use will be greatly reduced by approving this UBSR. Total lot coverage of impounded vehicles and construction materials storage post site improvements is reduced to 67% under the proposed UBSR. As such a reduction in land use by 33% is achieved.

Staff Analysis

The site development plan and project narrative does not propose an increase in land use intensity beyond the existing use. No buildings or structures are proposed. The site plan establishes drive aisles, vehicle turnarounds, and a sediment and secondary basin for water quality. The site plan also designates areas for temporary vehicle storage and contractor storage and includes landscaping improvements along Progress Way. The site plan improvements will result in a decrease of land use intensity.

Based on this analysis, staff has determined that this request meets the criterion.

4. Will not have a material adverse effect on community capital improvement programs.

Applicant's Response

The proposed use of 10295 S. Progress Way does not differ from the existing use in place for over a decade. No Public Improvements are or will be required to maintain operation of the proposed Parker Towing temporary vehicle impound lot nor the contractor construction materials storage lot.

Staff Analysis

The site plan improvements will be paid for by the property owner and will not have a material adverse effect on community capital improvement programs therefore this criterion is met.

Based on this analysis, staff has determined that this request meets the criterion.

5. Will not require a level of community facilities and services greater than that which is available.

Applicant's Response

The proposed Parker Towing temporary impound lot and construction materials lot have been in existence for over a decade with no negative impact on the existing community facilities. The approval of this project will have no increased impact on community facilities and services.

Staff Analysis

The outdoor storage will not create a demand for; or require a level of community facilities and services greater than that which is available.

Based on this analysis, staff has determined that this request meets the criterion.

6. Will not result in undue traffic congestion or traffic hazards.

Applicant's Response

10295 S. Progress Way was purchased by the current owner 2 years ago with the intention of using the site in the same manner as it has been used for many years. The site has been used for vehicle impoundment for 23 years and contractor construction materials storage for over 10 years. The site is not accessible to the general public and can only be accessed by company personnel. It is estimated that the site has and will continue to see approximately 16 trips per day; 6 for the impound lot and 10 for the construction materials lot. There will be no added traffic trips in the proposed condition when compared to the existing condition of the last decade.

Staff Analysis

The outdoor storage lot is not open to the public and is restricted to Parker Towing employees and construction contractors only. Outdoor storage is a passive land use that does not generate significant traffic therefore this criterion is met.

Based on this analysis, staff has determined that this request meets the criterion.

7. Will not cause significant air, water, or noise pollution.

Applicant's Response

A temporary vehicle impound and construction materials storage lot has low air, water, and noise pollution. The only impact to air quality beyond the emissions of company trucks dropping off vehicles or materials will be small amounts of dust in the air from maneuvering vehicles on-site. Soil samples taken during the purchase of the property have shown that over a decade of use as a vehicle impound lot and construction materials storage lot has not polluted the site. Upon the recommendation of the Town of Parker, drainage facilities are proposed for runoff water quality treatment. This measure will improve the water quality leaving the site. Additionally, a Spill Prevention Manual has been prepared for the site. The Manual outlines prevention, containment, and cleanup methods to be used on site.

These measures will reduce the likelihood of chemical contaminants from leaving the site. In the event all measures are bypassed by a spill, it is the responsibility of the site owner to remediate the spill no matter where it goes.

Noise pollution from the site is the minimal amounts of noise generated by trucks entering and leaving the site.

There will be no increase in air, water and noise pollution when compared to existing conditions. In fact, there is a measurable decrease in these pollutions under the proposed UBSR.

Staff Analysis

The addition of a sediment and secondary containment basin proposed will improve storm water quality leaving the site. Staff requested that the property owner prepare a Materials Handling and Spill Prevention Manual to mitigate potential vehicle fluid leaks on the site. The Materials Handling and Spill Prevention Manual has been approved by Tri-County Health Department, Fire Life Safety and the Cherry Creek Basin Water Quality Authority.

Noise from the site will not increase and will consist only of the noise generated by trucks entering and leaving the site as well as the occasional loading and unloading of vehicles and materials.

There will be no increase in air, water and noise pollution when compared to existing conditions.

Based on this analysis, staff has determined that this request meets the criterion.

8. Will be adequately landscaped, buffered and screened.

Applicant's Response

A comprehensive Landscape Plan has been prepared by a Registered Landscape Architect for the property. This plan will add significant screening for the proposed uses and improve the beauty of the property. Proposed Landscape improvements include adding 5 Rocky Mountain Pinyons, 24 Western Sand Cherry shrubs, 34 Russian Sage Perennials for screening. Trees, bushes, and perennials planting area will be covered 2-4" grey cobblestone rock with a minimum depth of 3 inches over a base of geotextile fabric. Existing fence, fence slats, gates, gate slats on the north west south and east will be repaired (if necessary) and kept in attractive condition. Granite boulders approximately 3'x3' will be installed along the site frontage on Progress Way and will help prevent illegal parking. All Landscaping will be maintained in a healthy and attractive manner as determined by the town. Landscaping will be kept free of disease, pests, weeds, and litter. This plan will create an attractive site that has its onsite activities screened from public view.

Staff Analysis

The landscape improvements proposed along Progress Way will adequately buffer and screen the outdoor storage. Five evergreen trees are proposed that at full maturity will provide a dense landscape screen of the outdoor storage yard. The landscape buffering in conjunction with the existing 6-foot-high slatted fence will provide adequate screening of the outdoor storage areas and will beautify the streetscape along Progress Way.

Based on this analysis, staff has determined that this request meets the criterion.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant's Response

The proposed use is consistent with the existing use over the last decade. Over this time there has been no known detrimental effect to the health, safety and welfare of the public. Nevertheless, Chemical spill prevention and containment, erosion sediment control, and storm drainage improvements are proposed and will improve health and safety to the area. These measures, along with continual site inspection by company personnel, will insure that site and its activities do not affect the health and safety of the community.

Staff Analysis

The outdoor storage use will not generate substantial noise, air, odors or vibrations that could negatively impact the health, safety or welfare of citizens in the immediate vicinity of the area. Moreover, the existing outdoor storage use is centrally located within an existing light industrial zone district where no residential homes exist within the immediate vicinity. Continuing the existing outdoor storage use will have very little, if any, detrimental impact on present or future inhabitants of the Town.

Based on this analysis, staff has determined that this request meets the criterion.

X. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
South Metro Fire & Rescue Authority	No comment
Town of Parker Fire Life Safety	Approved

Parker Water and Sanitation District (PW&SD)	Approved
Cherry Creek Basin Water Quality Authority	No additional comments following resubmittal including the spill prevention plan and manual and no exceptions taken as submitted.
Urban Drainage	No comment
Xcel	No comment
IREA	Approved
CenturyLink	No comment
Douglas County Planning and Engineering	No comment
Tri-County Health Department (TCHD)	TCHD recommends that the property owner create a plan for regular pest and rodent control as outdoor storage areas has the potential to attract pests and rodents.
Town of Parker Economic Development	No comment
Town of Parker Comprehensive Planning	Ordinance 3.321 allowed for storage uses that were in existence within the LI – Light Industrial District but were not approved by the Town as a use permitted by special review to submit a complete use by special review application by September 7, 2016 to continue as a nonconforming situation. The application was submitted in July of 2016 meeting the deadline. The current Master Plan does not support storage uses specifically however this Use by Special Review application was submitted prior to the Storage Uses Overlay District ordinance deadline to submit of September 7, 2016. Prior to the Storage Uses Overlay District implementation the Master Plan did support storage uses.
Town of Parker Police and Neighborhood Services	No comment

XI. CONCLUSION

The property owner is seeking Use by Special Review approval to continue an existing outdoor storage use. Staff has reviewed the site plan and the applicant's Use by Special Review responses and is recommending that the Planning Commission recommend that the Town Council approve the Use by Special Review request to allow for the continuation of an existing nonconforming outdoor storage use with the recommended conditions.

XII. RECOMMENDED CONDITIONS

1. That the outdoor storage use be allowed to continue to the extent permitted by the Town of Parker Land Development Ordinance Section 13.04.230 Nonconforming situations.
2. The property owner must implement the procedures and methods as outlined in the approved Materials Handling and Spill Prevention Manual if there is potential for and/or in the event that a waste fluid spill or leak occurs on the property.
3. The property owner must not allow the parking of vehicles, temporary or otherwise outside of the fenced enclosure on Progress Way or on any of the surrounding streets or access drives.
4. The property owner must not allow the selling or auctioning of vehicles or vehicle parts and accessories on the property.
5. The property owner must not allow for construction materials, equipment or vehicle(s) stacking that would exceed the height of the existing, six (6) foot high screen fence.
6. The property owner must irrigate and maintain the landscaping in accordance with the approved site plan and the Town of Parker Land Development Ordinance Section 13.06.070 Landscape regulations.
7. This Use by Special Review is subject to annual review by the Planning Department or as often as the Town Council deems appropriate to ensure compliance with the nine (9) Use by Special Review criteria and all of the stated conditions of approval.

VIII. ATTACHMENTS

1. Applicant's Project Narrative
2. Site Development Plan
3. Approved Materials Handling and Spill Prevention Manual

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director



Materials Handling and Spill Prevention Manual

BLAIR INDUSTRIAL CENTER AMENDMENT 2 Parker, Colorado

PREPARED FOR:

**Ellis Properties, LLP
10281 S. Progress Way
Parker, Colorado 80134
Attn: Carl Ellis
(303)-841-9161**

PREPARED BY:

**JēHN ENGINEERING
5690 Webster Street
Arvada, Colorado 80002
Attn: Mark Bishop
(303) 423-6036**

DATE: January 2017



I. General Location and Description



Site Location

Blair Industrial Center is located in the West ½ of Section 15, Township 6 South, Range 69 West of the 6th P.M., Town of Parker, Douglas County.

The site is bounded by S. Progress Way and commercial to the east, vehicle storage to the north, commercial to the west, and Mountain Man Road and commercial to the south.

Site Description

The site is approximately 1.32 Acres in size and no structures on the property. The site is currently zoned Commercial.

The existing topography of the area is relatively flat, but generally slopes from east to west and south to north. A sediment basin will be constructed in the southwest corner. Any runoff generated on the site would be collected at this low point.

The existing ground cover is comprised mainly of dirt and gravel.

Proposed Project Description

The existing site is being used as a temporary vehicle storage area and will continue to be used as such.

II. Materials Handling and Spill Prevention

Spills at the site can be largely prevented through proper training and the conscientious efforts of personnel during the performance of routine activities. If a release of a petroleum substance does occur, personnel will take appropriate action to minimize the impact of the spill. This will be accomplished by using absorbent material that will be stored at the site. Absorbent material may consist of clay, sawdust, straw, kitty litter, booms, pads, or other suitable materials.

In the case of a spill or leak, soils contaminated with petroleum products will be contained and removed to a proper disposal site. Proposed soil erosion and sediment control practices will aid in retention of spills or leaks. Use of secondary containment and drip pans will reduce the likelihood of spills or leaks contacting the ground. Proposed maintenance and safe storage practices will reduce the chance of petroleum products contaminating on-site soils and drainages. Oily wastes such as crankcase oil, cans, rags, and paper containing oils will be placed in proper receptacles and properly disposed of. Routine daily inspections will be conducted to identify leaks and initiate corrective actions, if needed.

In the event a release of fuel, lubricant, or coolant from vehicles occurs, efforts will be made to stop the release, and the spilled fluids will be cleaned up as soon as possible.

As the vehicles are received, each vehicle will be inspected for potential leaks. The inspections should be conducted a dedicated area to control where spills and leaks will be contained. In addition, drip pans should be placed under leaking vehicles, and absorbents should be on hand to clean up fluid leaks or spills that might occur.

Waste fluid management will include the following:

- a. Collection of waste petroleum-based products including used oil, transmission and brake fluids, and radiator coolants;
- b. Placement of these fluids in Department of Transportation (DOT) approved waste receptacles;
- c. Disposal of all waste fluids in accordance with applicable federal, state and local regulations;
- d. Place absorbents and rags used to clean up spills in DOT approved receptacles, store them so as to prevent fire hazards, and dispose of them regularly in accordance with applicable federal, state and local regulations.

Any spill that is beyond the capacity of the owner's employees ability for proper clean up should immediately be referred to a specialty clean up contractor for appropriate clean up.

Any spill regardless of size and extent is the spillers responsibility for proper cleanup.

A release of any chemical or petroleum product which may enter waters of the State of Colorado will be immediately reported to the CDPHE Emergency Management Program Hotline at 1-877-518-5608 immediately. Written notification must follow within five (5) days. Cherry Creek is a water of the State.

BLAIR INDUSTRIAL CENTER AMENDMENT 2

SITE DEVELOPMENT PLAN

LOT 1 - TRACTS 8 & 9 BLAIR INDUSTRIAL CENTER TRACTS 7, 8 & 9 1ST AMD
LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 69 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
October 27, 2017

LIST OF AGENCIES

PROJECT DEVELOPER

ELLIS PROPERTIES, LLP
10281 S PROGRESS WAY
PARKER, CO 80134
CONTACT: BOB ELLIS
PHONE: 303-841-9161

ENGINEER

J&H ENGINEERING
5690 WEBSTER STREET
ARVADA, CO 80002
PHONE: 303-423-6036
CONTACT: STEVE CERESA

SURVEYOR

J&H ENGINEERING
5690 WEBSTER STREET
ARVADA, CO 80002
PHONE: 303-403-2413
CONTACT: BOB HENNESSY, PLS

LANDSCAPE ARCHITECT

AMERICAN DESIGN & LANDSCAPE
9432 MOTENBROOKER ROAD
PARKER, CO 80134
PHONE: 303-841-2820
CONTACT: SHANNON WYLES

WATER AND SANITATION DISTRICT

PARKER WATER AND SANITATION DISTRICT
18100 E. WOODMAN DRIVE
PARKER, CO 80134
PHONE: 303-841-4627

TOWN OF PARKER

20120 E. MAIN STREET
PARKER, CO 80138
PHONE: 303-841-0353

UTILITY CONTACTS

INTERMOUNTAIN REA

MR. JIM POTTER
5496 NORTH US HIGHWAY 85
SEDALIA, CO 80310
PHONE: (303) 688-3100

COMCAST CABLE

MR. BUTCH BUSTER
6850 SOUTH TULSON WAY
ENGLEWOOD, CO 80112
PHONE: (303) 602-5628

CENTURYLINK

MR. WILLIAM BENSON
9750 EAST COSTILLA AVENUE
ENGLEWOOD CO 80112
PHONE: (720) 578-5142

XCEL ENERGY

1123 WEST 3rd AVENUE
DENVER, CO 80223
BUILDER'S CALL LINE
PHONE: (800) 628-2121

PARKER WATER & SANITATION DISTRICT

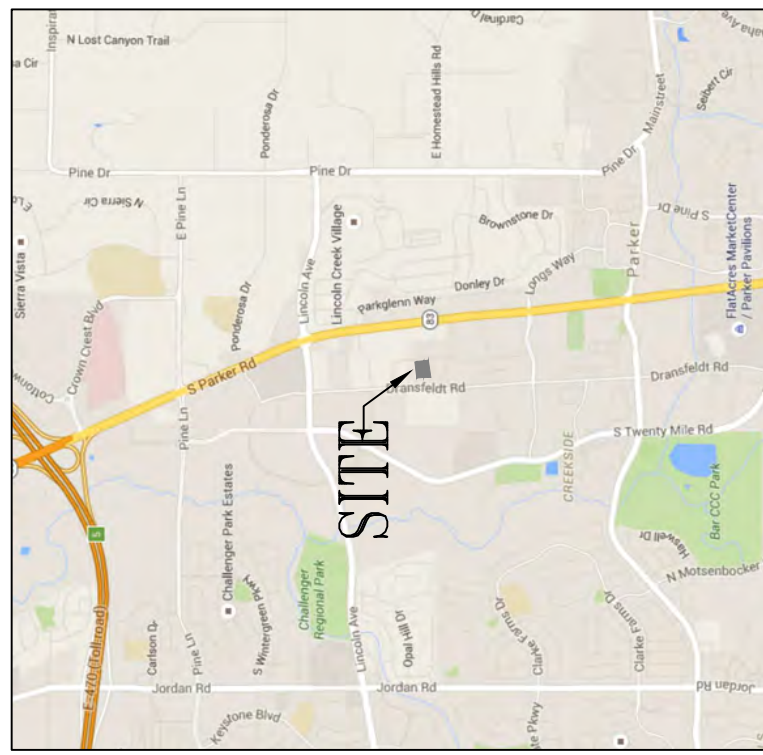
MR. RON REDD
19801 E. MAIN STREET
PARKER, CO 80138
PHONE: (303) 841-4627
TOWN OF PARKER

BASIS OF BEARING:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 LINE BEING CONSIDERED TO BEAR SOUTH 89°56'33" WEST

BENCHMARK

DOUGLAS COUNTY CONTROL POINT 1085025 A 3" ALUMINUM CAP SET IN THE CURB ON THE EAST SIDE OF MOTENBROOKER ROAD AND 101 FEET SOUTH OF PAQU WAY. THE PUBLISHED ELEVATION IS 5884.19' AND IS BASED ON THE NAVD 88 DATUM.



VICINITY MAP

SCALE: 1"=2000'

SITE DATA

GROSS ACREAGE
1.32

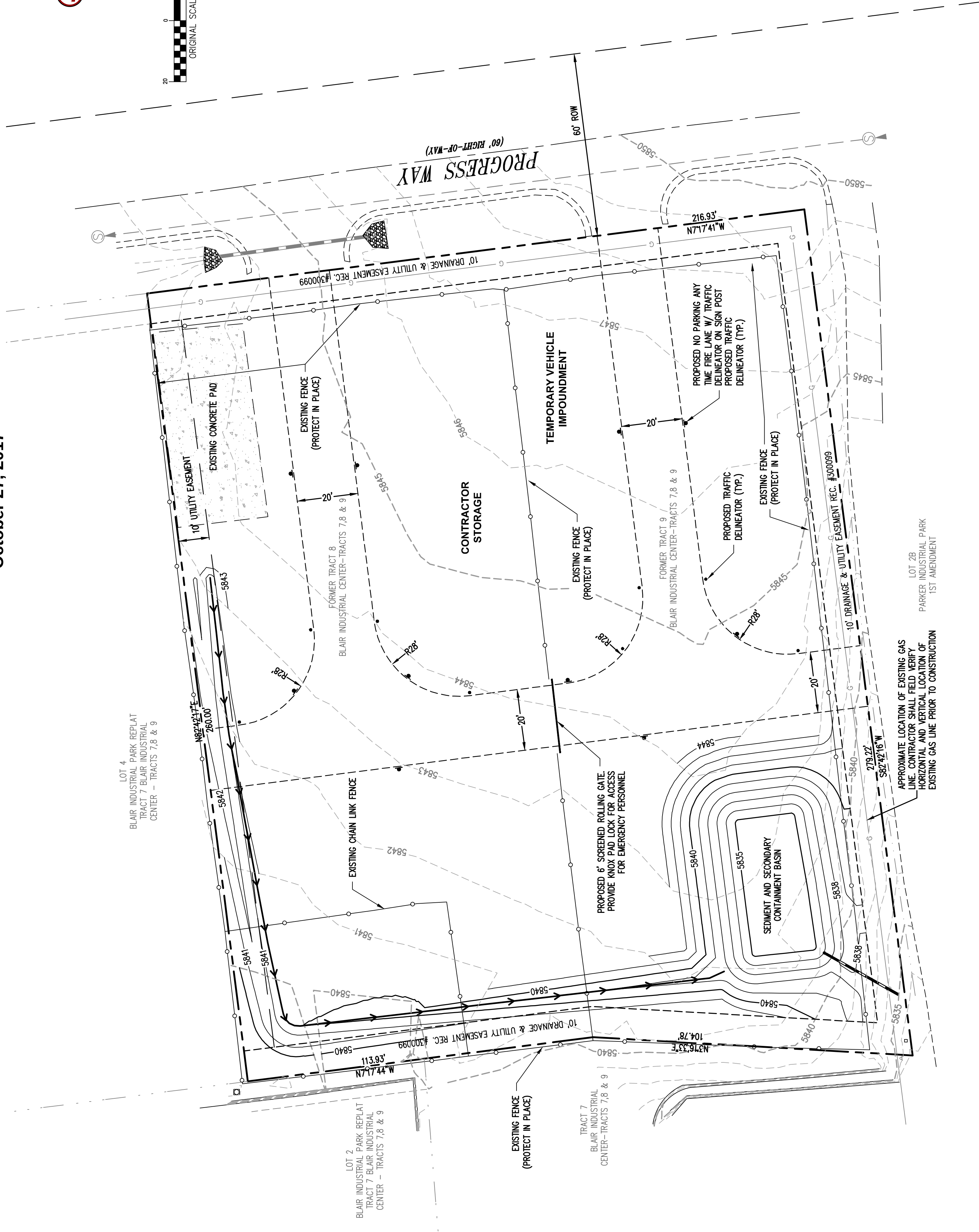
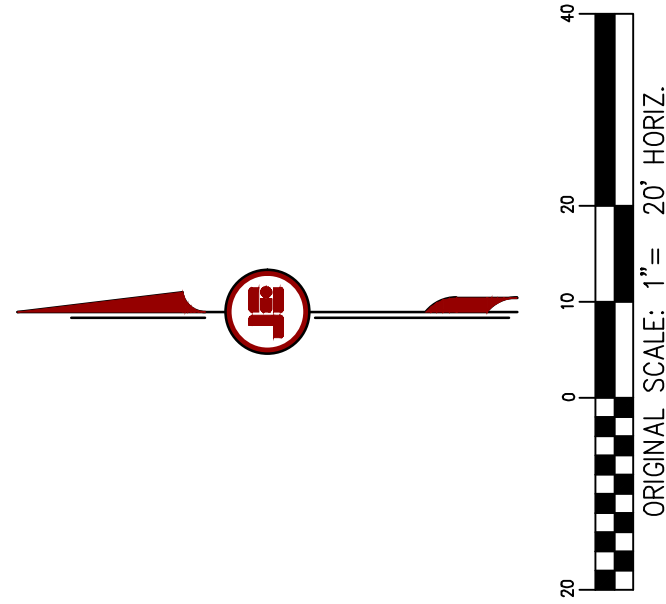
1. PROPOSED NO PARKING ANY TIME FIRE LANE W/ TRAFFIC DELINEATOR ON SIGN POST



SR7-13
12"x18"
FIRE LANE PARKING SIGN

NOTES:

- NO PARKING, TEMPORARY OR OTHERWISE, IS ALLOWED ON PROGRESS WAY OR ANY OF THE SURROUNDING STREETS.
- NO SELLING OR AUCTIONING OF AUTOMOBILES OR AUTOMOBILE PARTS IS PERMITTED ON THE PREMISES.
- PROPORTIONATELY THE SITE SHALL BE USED FOR TEMPORARY STORAGE OF TOWED VEHICLES ONLY. THE NORTH HALF OF THE SITE SHALL BE USED FOR CONTRACTOR STORAGE.
- CONSTRUCTION MATERIAL(S), EQUIPMENT AND/OR VEHICLE STORAGE WILL NOT EXCEED THE HEIGHT OF THE EXISTING SCREEN FENCE.





Request for Town Council Action

Date: July 2, 2018

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **TRAILS AT CROWFOOT - Preliminary Plan Amendment No. 1**

Applicant: Chris Elliott, E5X Management Inc.
Location: Bayou Gulch Road and North Pinery Parkway
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB17-057

EXECUTIVE SUMMARY

The applicant, HR 935 L.L.C., proposes an amendment to the Trails at Crowfoot Preliminary Plan to create building lots for residential development. The proposed amendment will replat three of the four parcels located at the future intersection of Bayou Gulch Road and North Pinery Parkway to allow 136 attached single-family homes in 68 duplex buildings on 27.18 acres.

The project is located within the Hess Ranch Planned Development (PD) and is part of a Mixed-Use Planning Area(s). The PD zoning allows for commercial and/or residential uses at the site. The attached single-family homes or duplexes are a permitted use and are consistent with the Parker 2035 Master Plan.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 2003 as part of the SunMarke PD and contemplated a total of 8,350 dwelling units on 2,750 acres. The Town Council approved the SunMarke PD in 2003 which merged the Hess Ranch property with the existing Stroh Ranch PD.

In 2007, the Town approved a major PD amendment which replaced the SunMarke PD with the Anthology PD. The southern half of the Anthology PD remains unchanged.

Following the economic downturn of 2008-2009, the Anthology PD was the subject of several years of litigation involving the Town. In 2012, the Town entered into settlement discussions to bifurcate the Anthology PD into two stand-alone developments as a resolution to the litigation. On September 21, 2015, the Town Council approved the Hess Ranch PD which split the southern half of the Anthology PD into its own distinct, stand-alone development. This application for the Trails at Crowfoot is part of the Hess Ranch PD.

In November 2017, the Town approved an amendment to the Hess Ranch PD to adjust internal planning area boundaries within the Trails at Crowfoot development as a result of the realignment of North Pinery Parkway through the site. In addition, the Town approved the Trails at Crowfoot Sketch Plan for 890 residential units on 400.2 acres and a Preliminary Plan to create 753 single-family detached lots and 35 tracts including sites for a school site, fire station, open space and parks on 406.68 acres.

The proposed Preliminary Plan Amendment incorporates a total of 136 residential lots within Planning Areas, 35, 36 and 43. The proposed attached single-family or duplex lots range in size from 2,400 to 2,700 square-feet. The Amendment will also dedicate parks and open space as required by the Land Development Ordinance and the Hess Ranch Annexation Agreement.

All open space, parks, trails and buffer requirements outlined within the Annexation Agreement, PD zoning and Land Development Ordinance have been satisfied.

The Planning Commission held a public hearing on June 14, 2018 for the Preliminary Plan Amendment and unanimously recommended approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve the Trails at Crowfoot Preliminary Plan Amendment No. 1, based on staff findings, with the following conditions contained in the staff report.

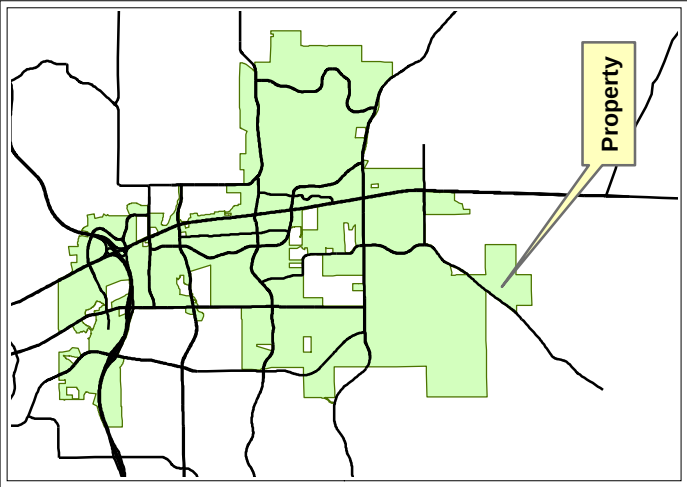
1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to this Preliminary Plan, as determined by Town staff.
2. The applicant shall work with IREA to determine the location and size of the required utility easements prior to submittal of a Final Plat.
3. Utility easements as requested by Public Service Company of Colorado (PSCo), IREA and Parker Water and Sanitation District shall be shown on the Final Plat.
4. The applicant shall meet required setbacks, stagger and zoning as stated with the Hess Ranch PD Guide First Amendment and the Parker Land Development Ordinance.



Trails at Crowfoot

Preliminary Plan Amendment No. 1

Rezoning
Case No. SUB17-057



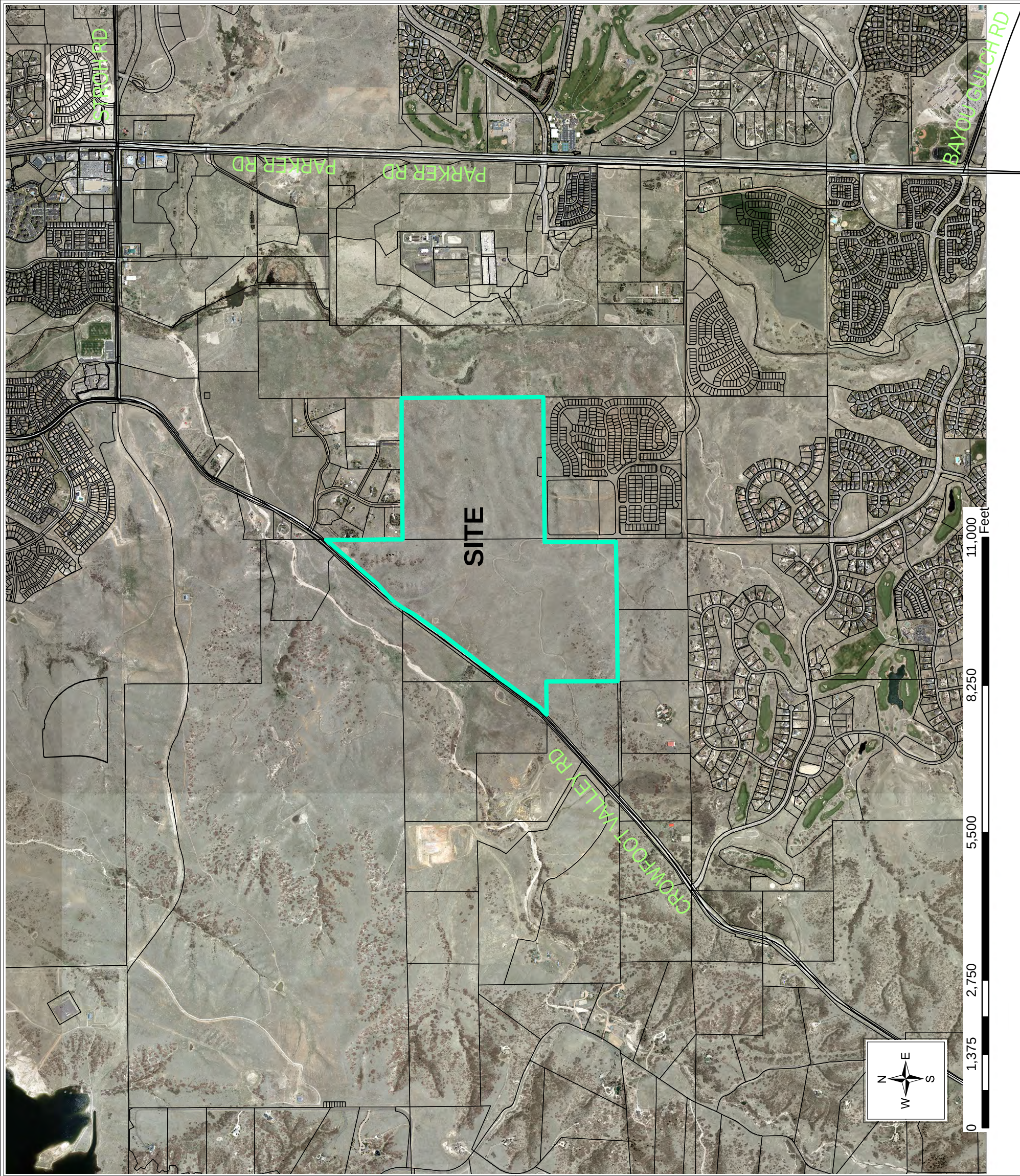
Legend

Site

Roads

Narrative:
Proposed amendment to the Preliminary Plan to add 136 lots with 68 duplex buildings within the Hess Ranch Planned Development.

Planner: Stacey Neger
Hearing Schedules:
Planning Commission: June 14, 2018
Town Council: July 2, 2018 (2nd Reading)





Planning Commission Staff Report

Planning Commission Date: 6/14/2018

Town Council Date: 7/2/2018

Hearing Type: Public Hearing
SUB17-057 TRAILS AT CROFOOT -
Preliminary Plan Amendment No. 1

Location: Generally located on the northeast, northwest and southwest corners of the future Bayou Gulch Road and North Pinery Parkway

Project Planner: Stacey Nerger, Planner

Applicant: Chris Elliott, E5X Management Inc.

Executive Summary: The applicant proposes to amend the Trails at Crowfoot Preliminary Plan to allow 136 residential units in 68 duplex buildings on 27.185 acres within the Hess Ranch Planned Development.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Trails at Crowfoot Preliminary Plan Amendment No. 1, subject to the conditions contained in staff's report:"

- 1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to this Preliminary Plan, as determined by Town staff.*
- 2. The applicant shall work with IREA to determine the location and size of the required utility easements prior to submittal of a Final Plat.*
- 3. Utility easements as requested by Public Service Company of Colorado (PSCo), IREA and Parker Water and Sanitation District shall be shown on the Final Plat.*
- 4. The applicant shall meet required setbacks, stagger and zoning as stated with the Hess Ranch Planned Development (PD) Guide First Amendment and the Parker Land Development Ordinance.*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the <insert request>."

"I move the Planning Commission recommend Town Council deny the <insert request> as the request does not meet the following approval criteria:"

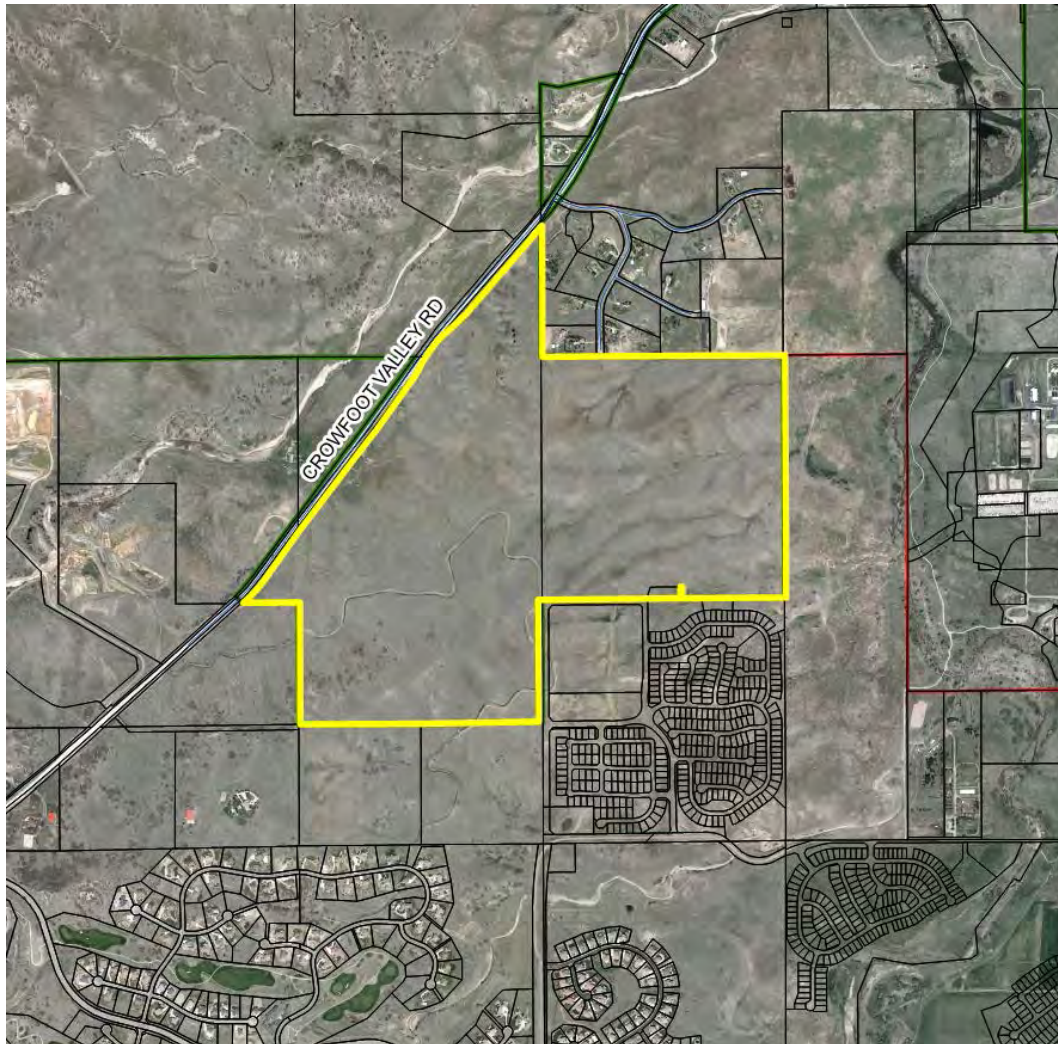
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue the <insert request> to a future date."

I. BACKGROUND/DISCUSSION

The applicants have submitted an amendment to the Trails at Crowfoot Preliminary Plan to replat three of the four Mixed-Use parcels located at the future intersection of Bayou Gulch Road and North Pinery Parkway to allow for duplex development. Within the Hess Ranch Planned Development the Mixed-Use Planning Areas allow for commercial and/or multifamily residential uses. Duplex is a permitted use under the Mixed-Use Designation of the Hess Ranch Planned Development. The proposed Preliminary Plan includes duplex lots ranging in size from 2,400 to 2,700 square-feet along with park and open space dedication as required by the Land Development Ordinance and the Hess Ranch Annexation Agreement.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
2003	The property was annexed into the Town as part of the SunMarke PD which contemplated a total of 8,350 dwelling units on 2,750 acres. The SunMarke PD merged the Hess Ranch Property with the existing Stroh Ranch PD.
2007	A major PD amendment was processed which replaced the SunMarke with the Anthology PD. The southern half of the Anthology PD remains unchanged.
2008	Following the economic downturn of 2008, the Anthology property was the subject of several years of litigation.
2012	The Town entered into settlement discussions to bifurcate Anthology into two stand-alone developments as a resolution to this litigation.
September 21, 2015	Town Council approved the Hess Ranch PD which split the southern half of Anthology into its own stand-alone PD.
November 6, 2017	Town Council approved an Amendment to the Hess Ranch PD to adjust internal planning area boundaries within the Trails at Crowfoot development as a result of the re-alignment of North Pinery Parkway through the site.
November 6, 2017	Town Council approved the Trails at Crowfoot Sketch Plan for 890 residential units on 400.2 acres and a Preliminary Plan to create 753 single-family detached lots and 35 tracts including a school site, a site for a future fire station, open space, and parks on 406.68 acres.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Hess Ranch Planned Development, 1 st Amendment		
Master Plan Area	Neighborhood Center		
Site Acreage	27.185 acres		
Subdivision	Trails at Crowfoot		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Low Density Residential	PD - Planned Development	Undeveloped, Single-family development currently being processed for the Trails at Crowfoot.
South	Low Density Residential	PD - Planned Development	Undeveloped, Single-family development currently being processed for the Trails at Crowfoot.
East	Low Density Residential	PD - Planned Development	Undeveloped, Single-family development currently being processed for the Trails at Crowfoot.

West	Low Density Residential	PD - Planned Development	Undeveloped, Single-family development currently being processed for the Trails at Crowfoot.
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IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Neighborhood Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Neighborhood Centers: Serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Neighborhood Center should range from a combined 50,000 to 250,000 square feet. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	<u>Land Use 1.A</u> <u>Transportation 2.C</u> <u>Public Services and Facilities 1</u>
Staff Analysis	The proposed duplex development meets the higher density residential development portion of the Neighborhood Center. The Trails at Crowfoot are a portion of the larger Hess Ranch PD which encourages a mix of uses ranging from single-family, multi-family and commercial. In addition, the future corners of Bayou Gulch Road and North Pinery Parkway will consist of higher density residential (proposed) and commercial. This proposed layout and development are supported by the neighborhood center designation of the Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Preliminary Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 0 feet Side – 0 feet Rear – 4 feet to alley Corner – 0 feet	Specific homes have not been proposed for this development, but the setbacks of the homes will be reviewed at Building Permit.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	22 dwelling units per acre	5 dwelling units per acre	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	50 feet	Specific homes have not been proposed for this development, but the height of the homes will be reviewed at Building Permit.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	N/A	2,400 square feet is the smallest sized lots	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	Approximately 9 of the 27 acres or 33% of the total development will be provided in landscaped. The proposed landscaping exceeds the minimum landscape requirements required for residential development.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Two parking spaces are being provided for each unit with additional guest parking being provided through on-street parking or additional parking spaces added to the subdivision.	☒ Consistent ☐ Inconsistent ☐ N/A
Park Space	0.0239 acres per unit or 3.25 acres	1.53 acres of park space is being provided within the original Preliminary Plan for the duplex development. The proposed Preliminary Plan Amendment proposes an additional 2.372 acres for	☒ Consistent ☐ Inconsistent ☐ N/A

		a total of 3.9 acres of park space.	
Staff Analysis	As outlined above, staff has evaluated the requested Preliminary Plan against the requirements proposed in Hess Ranch Planned Development zoning as well as the landscape standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The original Trails at Crowfoot Preliminary Plan proposed a comprehensive roadway network to provide access to all internal land use areas. The Trails at Crowfoot development currently only has access to the existing Crowfoot Valley Road. Two new full movement access points are planned along Crowfoot Valley Road; the future Chambers Road/Bayou Gulch Road and the future North Pinery Parkway.

Chambers Road is proposed to be extended through the Trails at Crowfoot development as a regional north/south arterial roadway crossing Crowfoot Valley Road and into the Trails at Crowfoot changing names to Bayou Gulch Road. Bayou Gulch Road will continue south into Douglas County and connect with Parker Road at the existing intersection south of Town.

North Pinery Parkway is proposed to be extended through the property as a collector classification roadway which intersects Chambers Road before terminating at Crowfoot Valley Road. It will provide east-west access and circulation through the development and will eventually cross Cherry Creek and connect to Parker Road.

All roadways within the development, excluding the local roads (roads in which houses front) will include striped bike lanes. Striped bike lanes will be included on both Bayou Gulch Road and North Pinery Parkway. The road circulation, trails and bike lanes proposed within the development will allow for multi-modal connectivity.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	A comprehensive review of the plans will be conducted at time of final plat.
Aztec Consultants	No comment
Fire Life Safety	Approved
Parker Building	All lot specific permit applications will be verified for setbacks, utility easement encroachments and conformance to the residential design minimum requirements.
Parker Comprehensive Development	No comment
Parker Water and Sanitation District	All requirements of the Parker Water and Sanitation District will be required at time of Final Plat.
Cherry Creek Basin Water Quality Authority	No exceptions taken to this Preliminary Plan submittal.
Douglas County Assessor's Office	Comments will be provided at time of final plat.
Douglas County Planning and Engineering	The proposed Preliminary Plan has been reviewed for consistency with the Town of Parker and Douglas County Intergovernmental Agreement and Comprehensive Development Plan. The proposal appears to be compliant with the requirement of these agreements.
Douglas County School District	The School District requests that an additional four acres of school land be dedicated to the School District and a voluntary meditation fee be paid for each residential lot. - Based on the Annexation Agreement for the Property, the developer has satisfied all School District land dedication requirements and mitigation fee submittals. If the School District would like additional monies and or land, the School District and the applicant will need to negotiate this requirement.
Xcel	The property owner must complete an application for new natural gas service. - A condition of approval has been added for the applicant to work with IREA on the utility easement location and size prior to submittal of a Final Plat application.
IREA	The utility easements for IREA will need to be located outside of any roadways.
CenturyLink	No comment
Comcast	No comment

VIII. CONCLUSION

The proposed Preliminary Plan is consistent with the Town's Master Plan and the applications have demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that Planning Commission recommend approval for this request for the proposed Trails at Crowfoot - Preliminary Plan Amendment No. 1.

IX. RECOMMENDED CONDITIONS

1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to this Preliminary Plan, as determined by Town staff.
2. The applicant shall work with IREA to determine the location and size of the required utility easements prior to submittal of a Final Plat.
3. Utility easements as requested by Public Service Company of Colorado (PSCo), IREA and Parker Water and Sanitation District shall be shown on the Final Plat.
4. The applicant shall meet required setbacks, stagger and zoning as stated with the Hess Ranch PD Guide First Amendment and the Parker Land Development Ordinance.

X. ATTACHMENTS

1. Preliminary Plan
2. Preliminary Landscape Plan
3. Referral Agency Comments

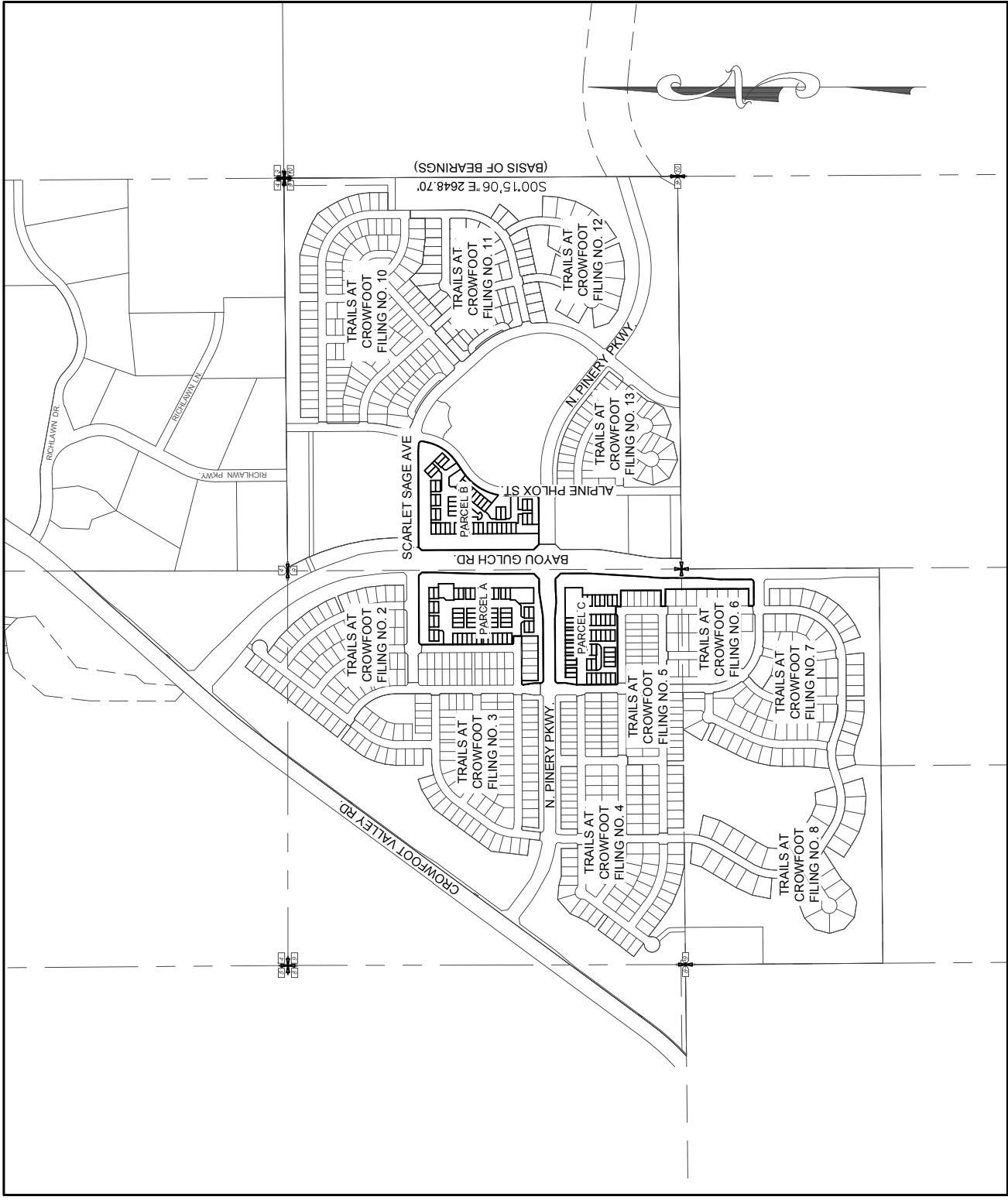
Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



VICINITY MAP
SCALE: 1" = 1000'

TRACT SUMMARY TABLE

TRACT	AREA	AREA	USE	OWNERSHIP	MAINTENANCE
A	2.236 AC.	97,421 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
B	3.300 AC.	143,747 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
C	0.247 AC.	10,775 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
D	0.169 AC.	7,360 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
E	0.352 AC.	15,349 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
F	3.532 AC.	153,870 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
G	1.707 AC.	74,363 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
H	0.215 AC.	9,374 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
I	0.291 AC.	12,688 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
J	0.181 AC.	7,882 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
K	0.170 AC.	7,389 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
L	0.367 AC.	15,976 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
M	0.269 AC.	11,708 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
N	4.065 AC.	177,083 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
O	1.956 AC.	85,223 S.F.	OPEN SPACE / UTILITIES/ ACCESS	METRO DIST	METRO DIST
P	0.492 AC.	21,434 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST
Q	0.125 AC.	5,442 S.F.	PARK SPACE / UTILITIES	METRO DIST	METRO DIST

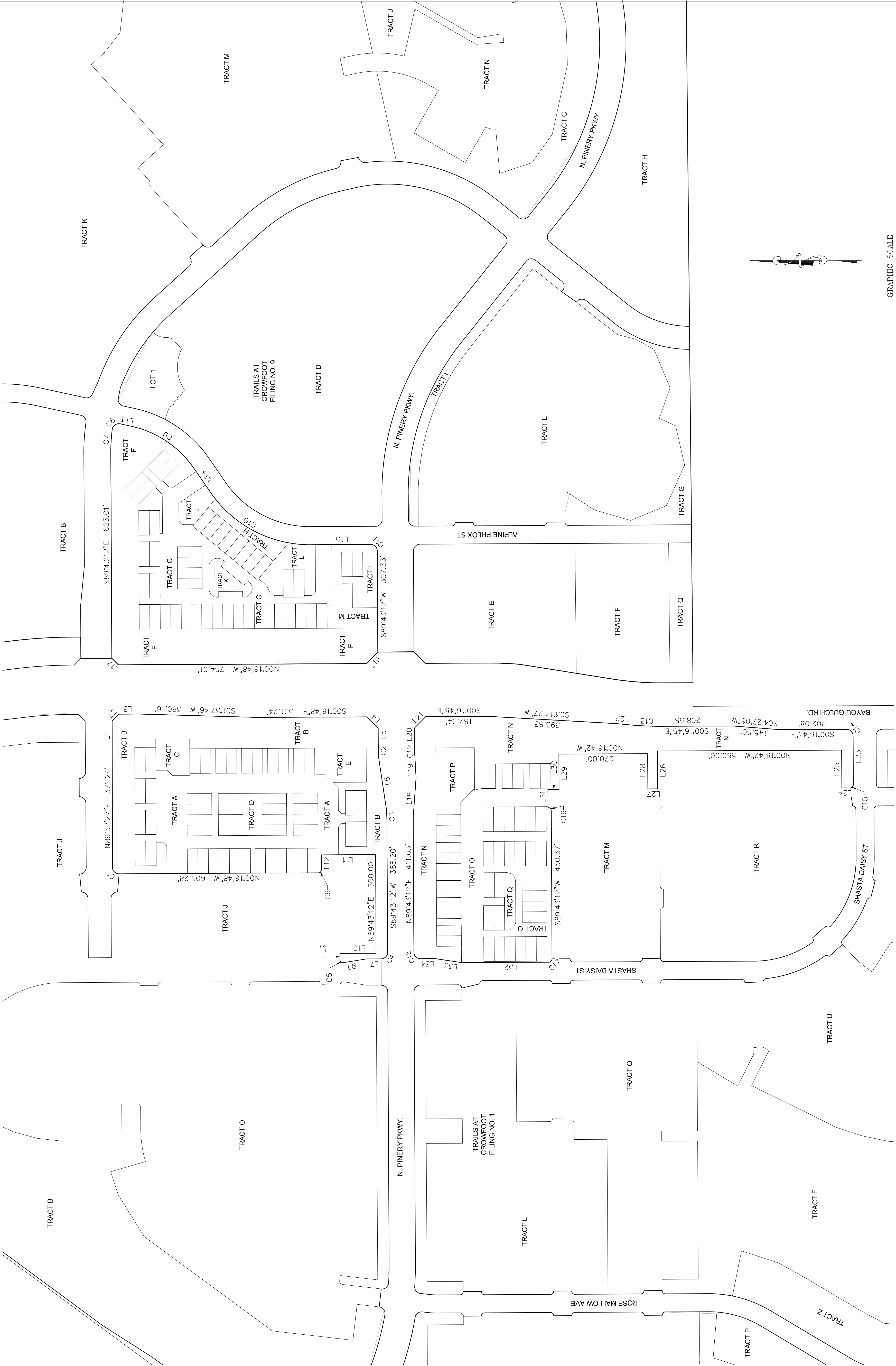
LAND USE SUMMARY CHART			
TYPE	AREA	SQ. FT.	AREA
SINGLE FAMILY RESIDENTIAL LOTS	7.510 AC.	327,091 S.F.	27.63%
OPEN SPACE / UTILITIES/ ACCESS	17.303 AC.	753,769 S.F.	63.64%
PARK SPACE / UTILITIES	2.372 AC.	103,315 S.F.	8.73%
TOTAL	27.185 AC.	1,184,175 S.F.	100%

MULTIFAMILY PRELIMINARY MIN, MAX, AND AVERAGE LOT SIZE	
TYPE	AREA
MINIMUM LOT SIZE	2,400 S.F.
MAXIMUM LOT SIZE	2,720 S.F.
AVERAGE LOT SIZE	2,405 S.F.

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



LINE TABLE			LINE TABLE		
LINE NO.	LENGTH	DIRECTION	LINE NO.	LENGTH	DIRECTION
L1	74.12'	N89°43'12"E	L18	118.78'	S85°50'01"E
L2	28.28'	S45°16'48"E	L19	65.52'	N86°50'48"E
L3	62.82'	S07°6'48"E	L20	38.00'	N89°43'12"E
L4	49.50'	S44°43'12"W	L21	49.50'	S45°16'48"E
L5	38.00'	S89°43'12"W	L22	34.11'	S5°24'51"W
L6	160.12'	S81°28'33"W	L23	148.01'	S89°43'18"W
L7	44.00'	N01°6'48"W	L24	25.00'	N01°6'42"W
L8	70.30'	N9°03'10"W	L25	115.00'	N89°43'18"E
L9	17.98'	N89°43'12"E	L26	115.00'	S89°43'18"W
L10	110.00'	S07°6'48"E	L27	30.00'	N01°6'42"W
L11	165.00'	N01°6'48"W	L28	107.00'	N89°43'18"E
L12	44.64'	S89°43'12"W	L29	107.00'	S89°43'18"W
L13	34.20'	S12°15'07"W	L30	33.88'	N01°6'42"W
L14	89.39'	S55°23'35"W	L31	55.00'	S89°43'12"W
L15	182.54'	S07°6'48"E	L32	200.00'	N01°6'48"W
L16	49.50'	N45°16'48"W	L33	81.96'	N8°29'34"E
L17	28.28'	N44°43'12"E	L34	44.00'	N01°6'48"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	N44°43'12"E
C2	52.91'	1055.00'	2°52'24"
C3	43.32'	960.00'	2°35'09"
C4	31.42'	20.00'	N45°16'48"W
C5	17.24'	10.00'	98°46'22"
C6	15.71'	10.00'	N45°16'48"W
C7	72.94'	559.00'	7°28'34"
C8	33.18'	20.00'	S35°16'33"E
C9	235.30'	312.50'	S33°49'21"W
C10	357.09'	367.50'	S27°33'23"W
C11	31.42'	20.00'	S44°43'12"W
C12	47.39'	945.00'	2°52'24"
C13	109.30'	1100.00'	5°41'36"
C14	31.42'	20.00'	S44°43'16"W
C15	15.71'	10.00'	N45°16'42"W
C16	15.71'	10.00'	S44°43'12"W
C17	15.71'	10.00'	N45°16'48"W
C18	31.42'	20.00'	N44°43'12"E



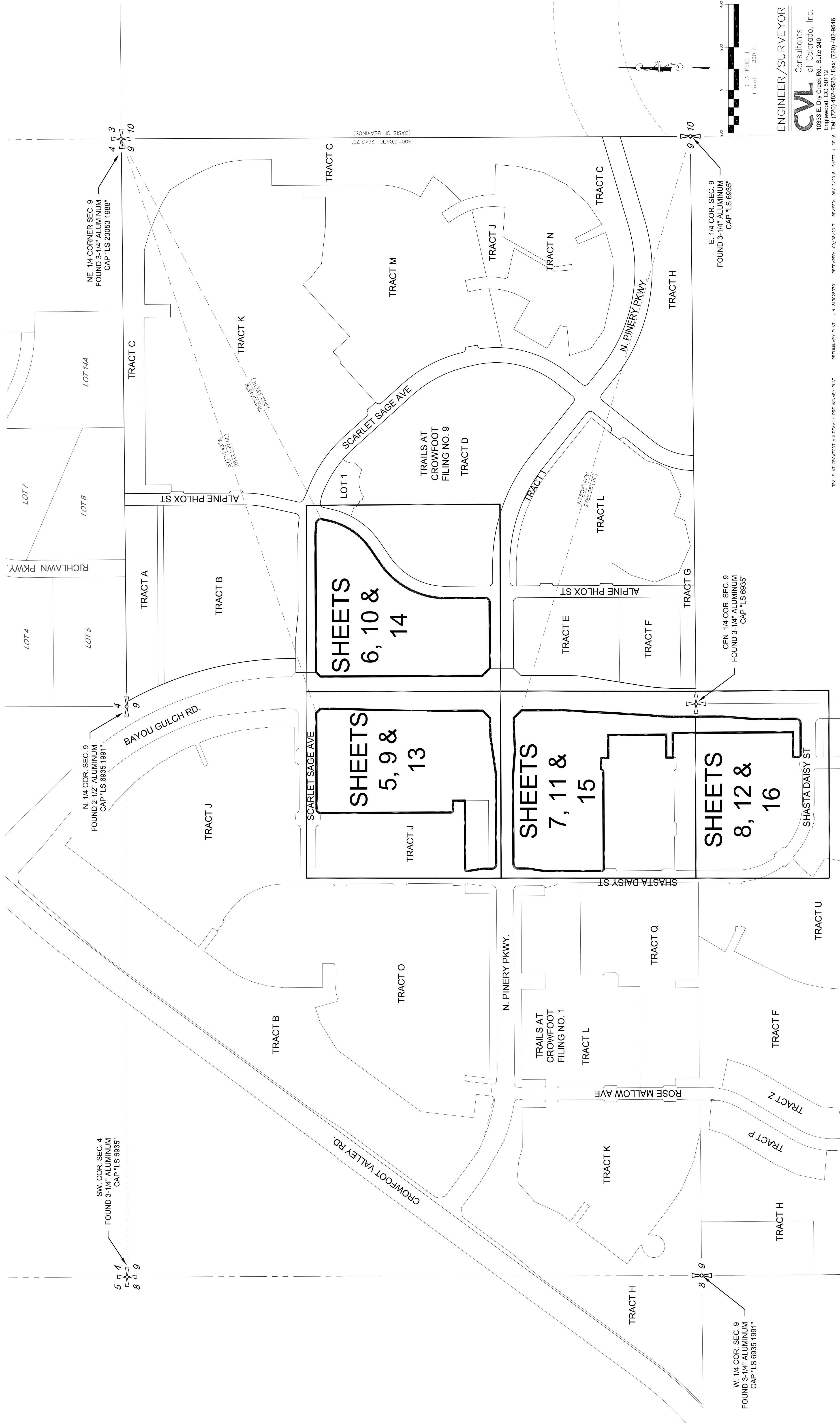
ENGINEER/SURVEYOR

CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 4 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



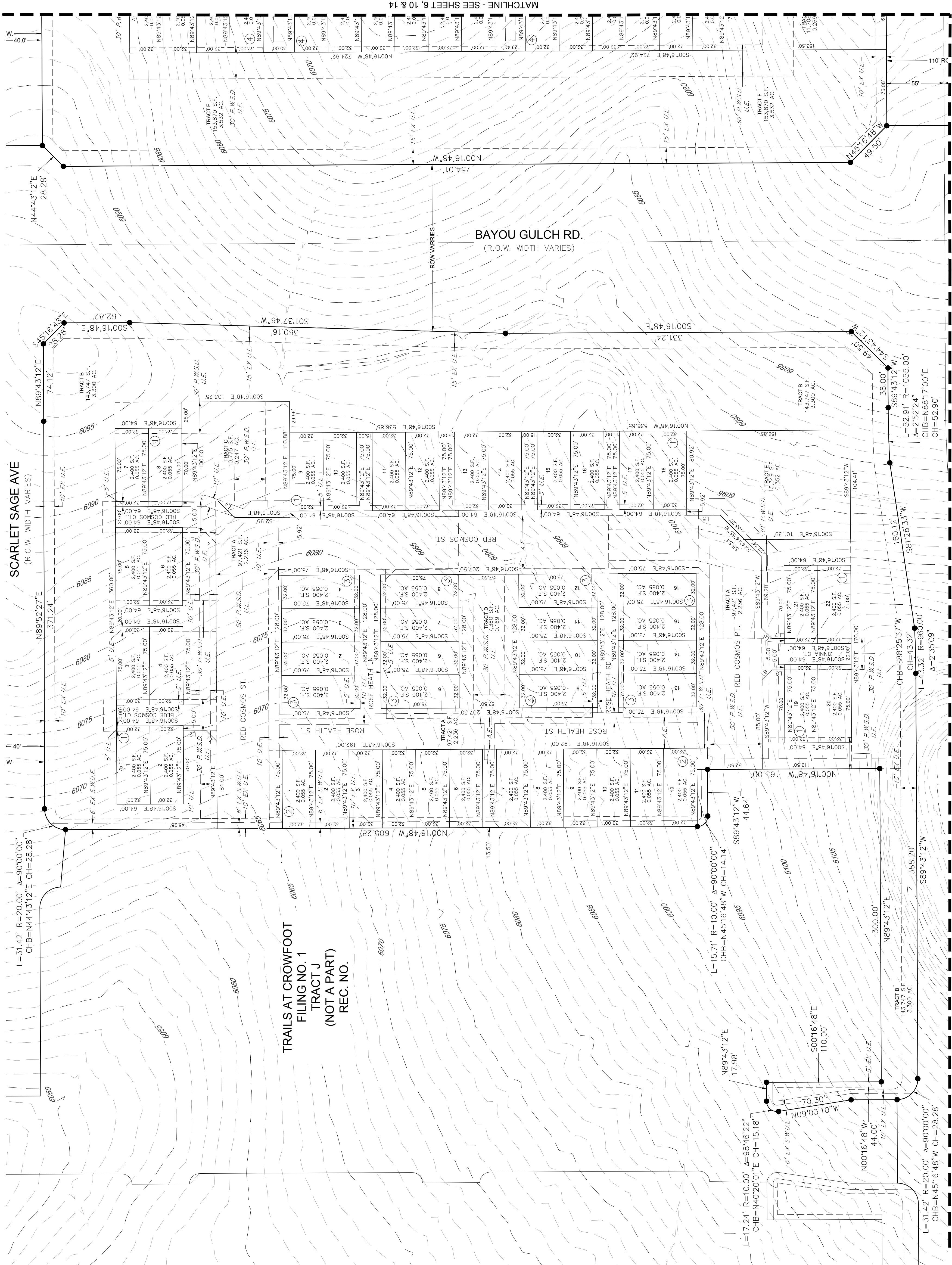
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 5 OF 16

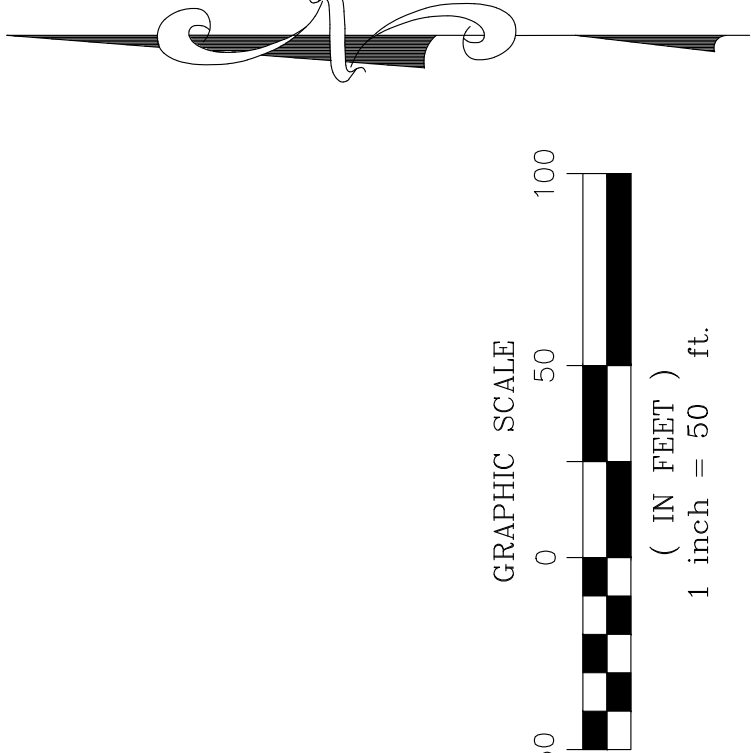
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LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
---	SIDEWALK & UTILITY EASEMENT LINE
---	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED C.V.L. S. NO. 25369 UNLESS OTHERWISE NOTED

NOTES:
ALL 50' P.W.S.D. U.E. ARE EASEMENTS DEDICATED TO PARKER
WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
ALL 30' P.W.S.D. U.E. ARE EASEMENTS DEDICATED TO PARKER
WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
SEE SHEETS 9-12 FOR DETAILS OF ACCESS EASEMENTS DEDICATED
BY THIS PLAT.
SEE SHEETS 13-16 FOR DETAILS OF REA DRY UTILITY EASEMENTS
BY THIS PLAT.

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°43'12"E	14.14'
L2	S00°16'48"E	22.00'
L3	S00°16'48"E	34.43'
L4	S44°43'12"W	22.45'
L5	N00°16'48"W	32.00'
L6	N44°43'12"E	14.14'
L7	N00°16'48"W	11.60'
L8	N00°16'48"W	11.60'
L9	N45°16'48"W	14.14'

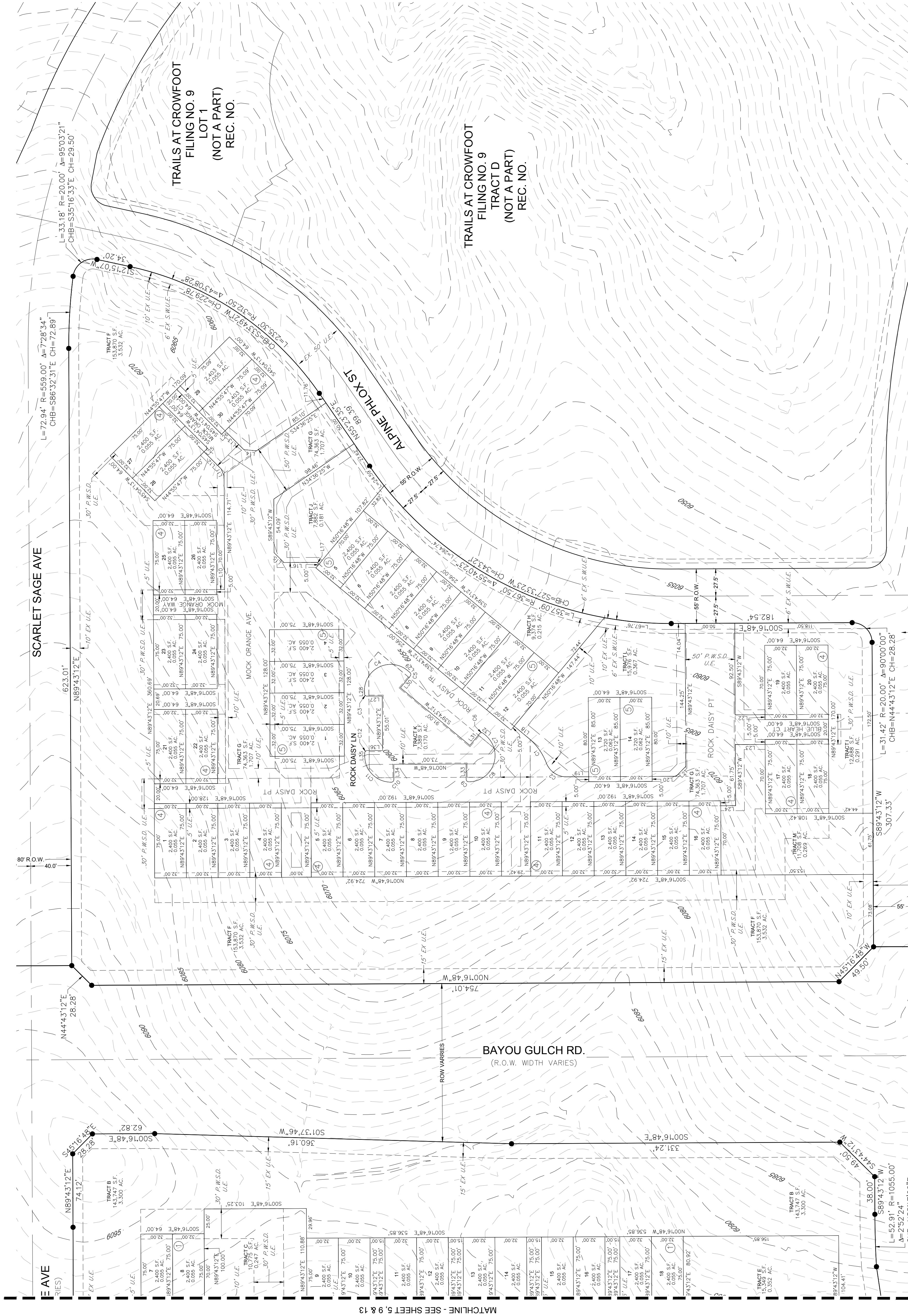


MATCHLINE - SEE SHEET 7, 11 & 15

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SHEET 6 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



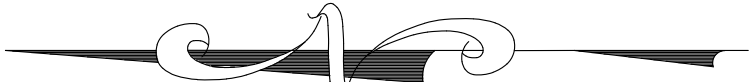
LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L10	N00°16'48"W	8.00'	L24	N00°16'48"W	15.00'
L11	N67°23'42"E	7.60'	L25	N44°55'47"W	5.00'
L12	N45°04'13"E	24.54'	L26	N44°55'47"W	5.00'
L13	N45°04'13"E	26.86'	L27	N00°16'48"W	15.50'
L14	N05°13'54"E	12.81'	L28	N89°43'12"E	2.95'
L15	S44°43'12"W	14.14'	L29	S39°43'12"W	3.27'
L16	S00°16'48"W	33.20'	L30	N00°16'48"W	15.50'
L17	S39°43'12"W	2.80'	L31	S50°16'48"E	15.50'
L18	S39°43'12"W	19.04'	L32	S39°29'15"W	2.97'
L19	S00°16'48"E	22.10'	L33	N89°43'12"E	15.50'
L20	S00°16'48"E	24.10'	L34	S89°43'12"W	15.50'
L21	N45°16'48"W	14.14'	L35	N89°43'12"E	2.95'
L22	N00°16'48"W	30.08'	L36	S00°16'48"E	15.50'
L23	N00°16'48"W	30.08'			

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	60.00'	2924.37"	30.80'
C2	22.00'	6924.34"	26.65'
C3	2.50'	90700.00"	3.93'
C4	26.50'	130700.00"	60.13'
C5	2.50'	90700.00"	3.93'
C6	2.50'	90700.00"	3.93'
C7	26.95'	4014.08"	18.92'
C8	26.51'	10076.21"	46.31'
C9	2.50'	9124.47"	3.99'
C10	2.50'	9126.19"	3.99'
C11	26.52'	9023.18"	41.83'
C12	2.50'	90700.00"	3.93'

NOTES:

- ALL 50' P.W.S.D. U.E. ARE EASEMENTS DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
- ALL 30' P.W.S.D. U.E. ARE EASEMENTS DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
- SEE SHEETS 9-12 FOR DETAILS OF ACCESS EASEMENTS DEDICATED BY THIS PLAT.
- SEE SHEETS 13-16 FOR DETAILS OF IREA DRY UTILITY EASEMENTS BY THIS PLAT.

LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
---	SIDEWALK & UTILITY EASEMENT LINE
---	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED C.V.L. IS NO. 25369 UNLESS OTHERWISE NOTED



TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

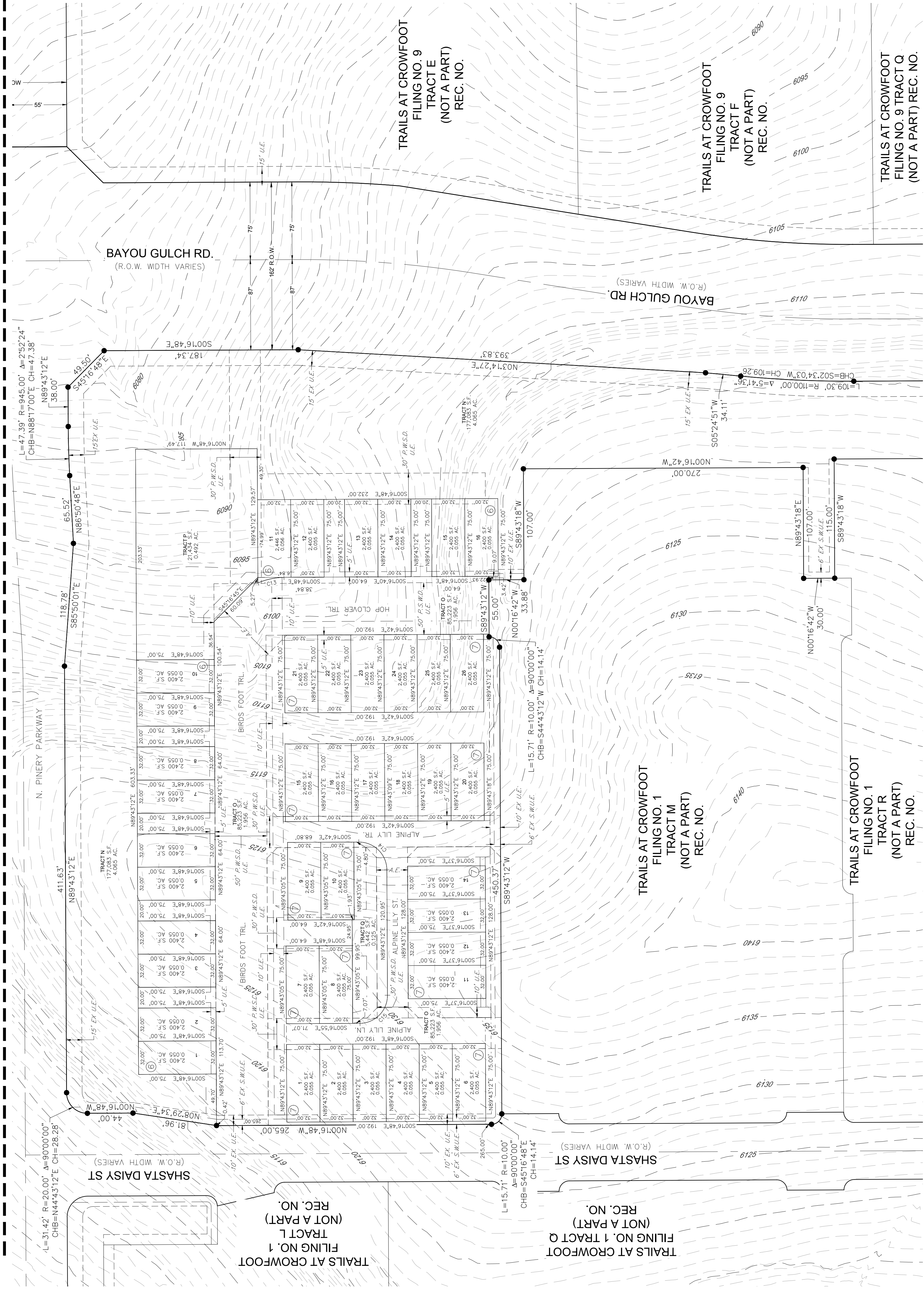
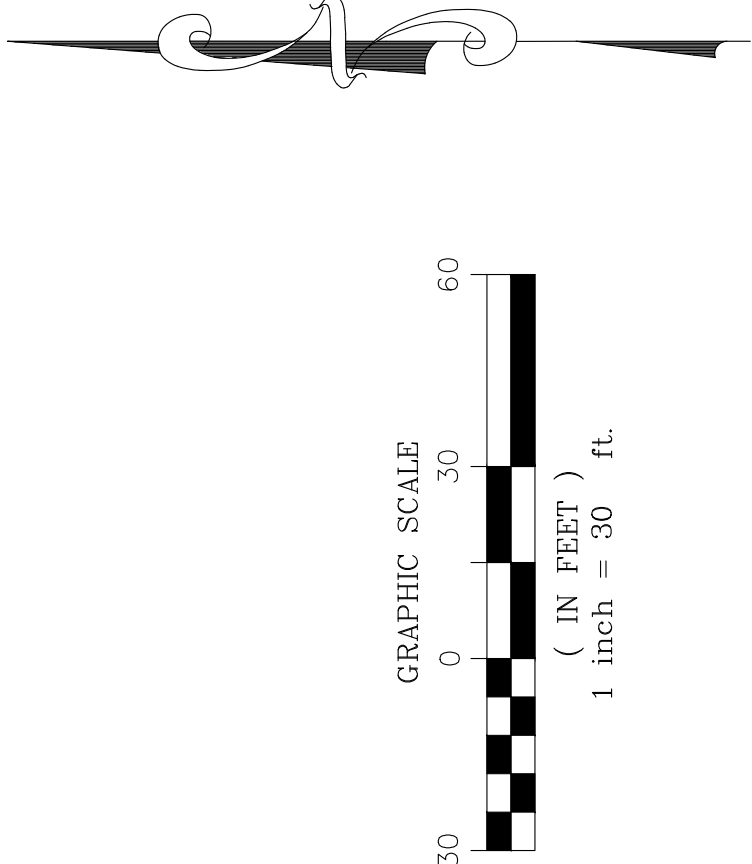
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 7 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS

MATCHLINE - SEE SHEET 5, 9 & 13

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C13	69.00'	21°28'05"	25.85'	N17°06'16"W	25.70'
C14	27.00'	89°59'53"	42.41'	S44°43'15"W	38.18'
C15	27.00'	89°15'23"	42.06'	N45°39'04"W	37.94'

LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
— —	SIDEWALK & UTILITY EASEMENT LINE
— — — —	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED C.V.A. IS NO. 252669 UNLESS OTHERWISE NOTED



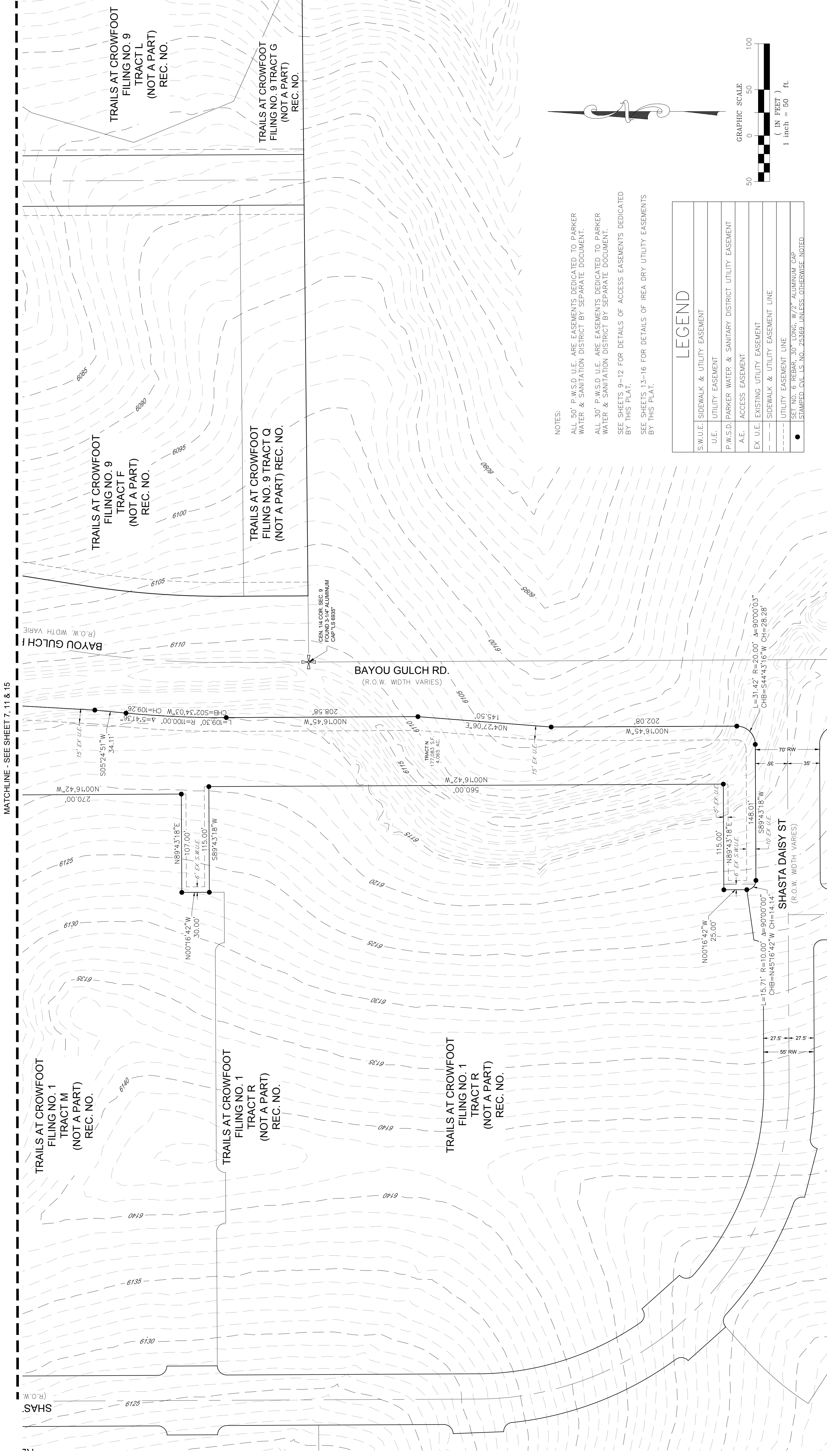
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 8 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
— — — —	SIDEWALK & UTILITY EASEMENT LINE
-----	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED C.W.L. NO. 253468 UNLESS OTHERWISE NOTED

NOTES

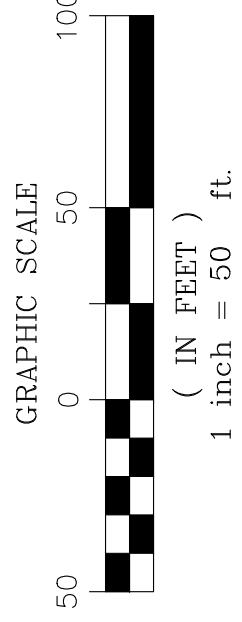
ALL 50' P.W.S.D U.E. ARE EASEMENTS DEDICATED TO PARKER
WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.

ALL 30' P.W.S.D U.E. ARE EASEMENTS DEDICATED TO PARKER
WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.

SEE SHEETS 9-12 FOR DETAILS OF ACCESS EASEMENTS DEDICATED BY THIS PLAT.

SEE SHEETS 13-16 FOR DETAILS OF IREA DRY UTILITY EASEMENTS
BY THIS PLAT.

LEGEND



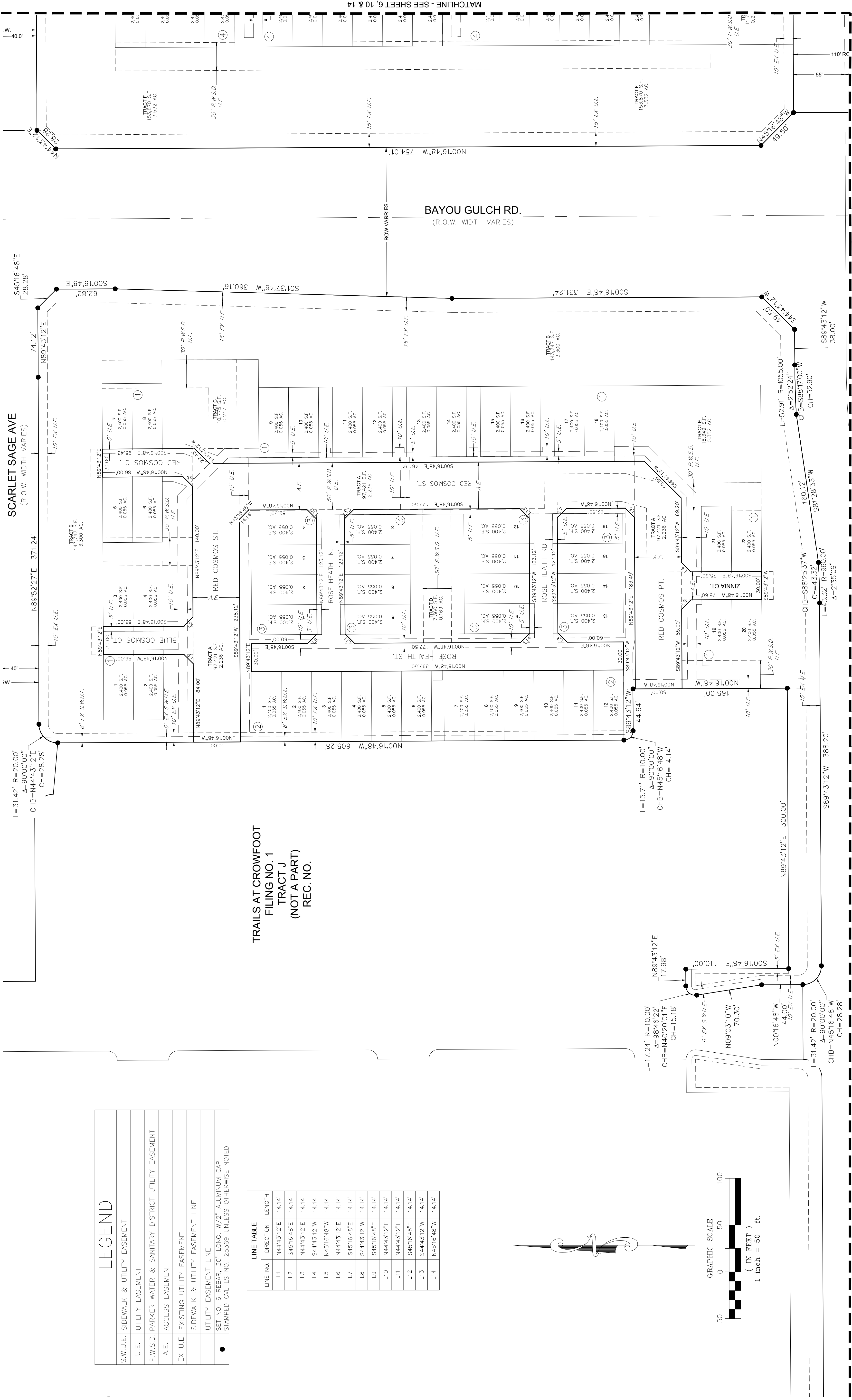
ENGINEER/SURVEYOR

CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

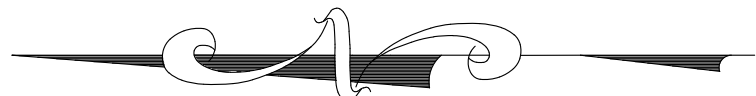
A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 9 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
---	SIDEWALK & UTILITY EASEMENT LINE
----	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED, C.V.L. S. NO. 25369, UNLESS OTHERWISE NOTED

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°43'12"E	14.14'
L2	S45°16'48"E	14.14'
L3	N44°43'12"E	14.14'
L4	S44°43'12"W	14.14'
L5	N45°16'48"W	14.14'
L6	N44°43'12"E	14.14'
L7	S45°16'48"E	14.14'
L8	S44°43'12"W	14.14'
L9	S45°16'48"E	14.14'
L10	N44°43'12"E	14.14'
L11	N44°43'12"E	14.14'
L12	S45°16'48"E	14.14'
L13	S44°43'12"W	14.14'
L14	N45°16'48"W	14.14'



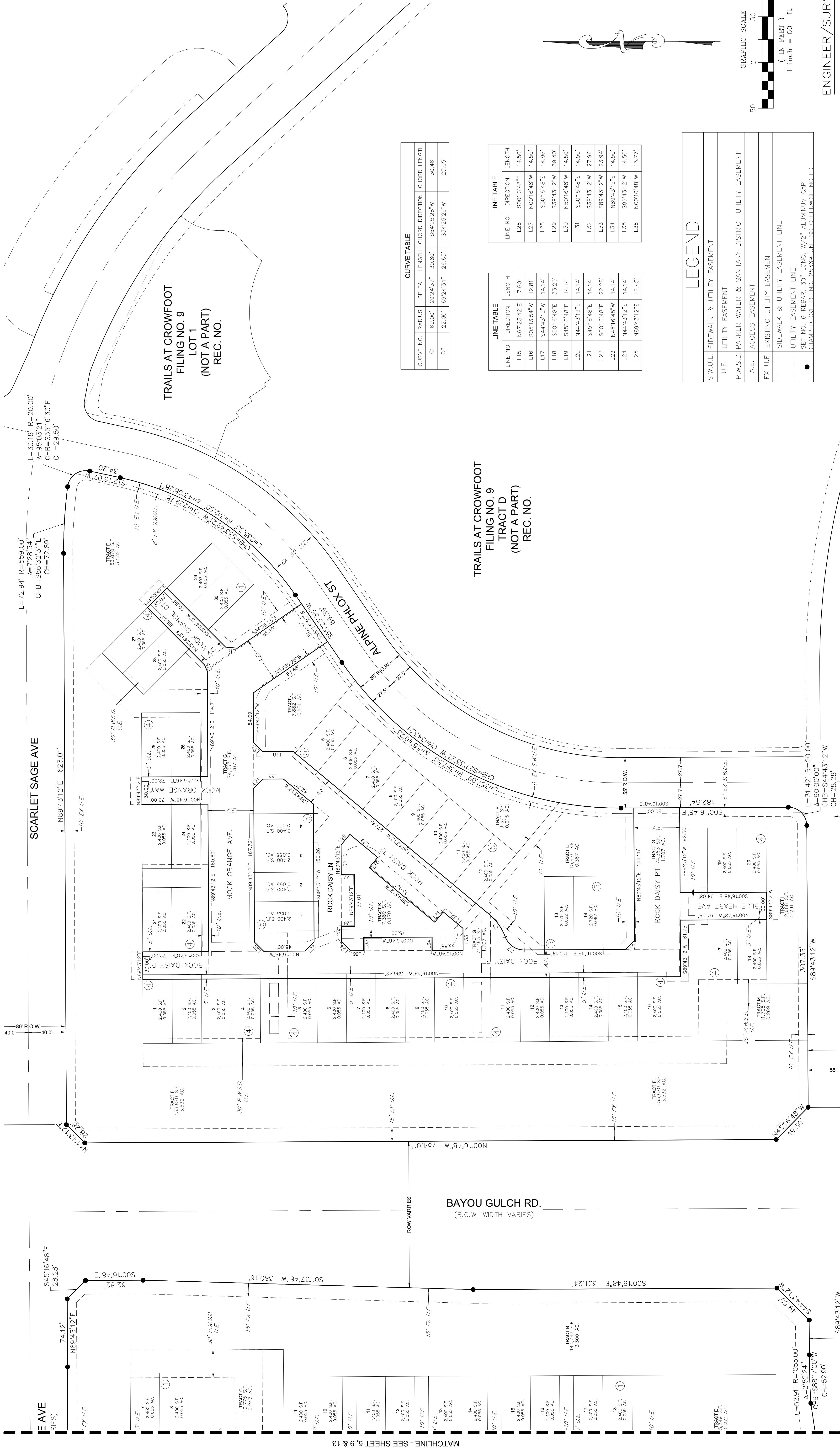
TRAILS AT CROWFOOT
FILING NO. 1
TRACT J
(NOT A PART)
REC. NO.

MATCHLINE - SEE SHEET 7, 11 & 15

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

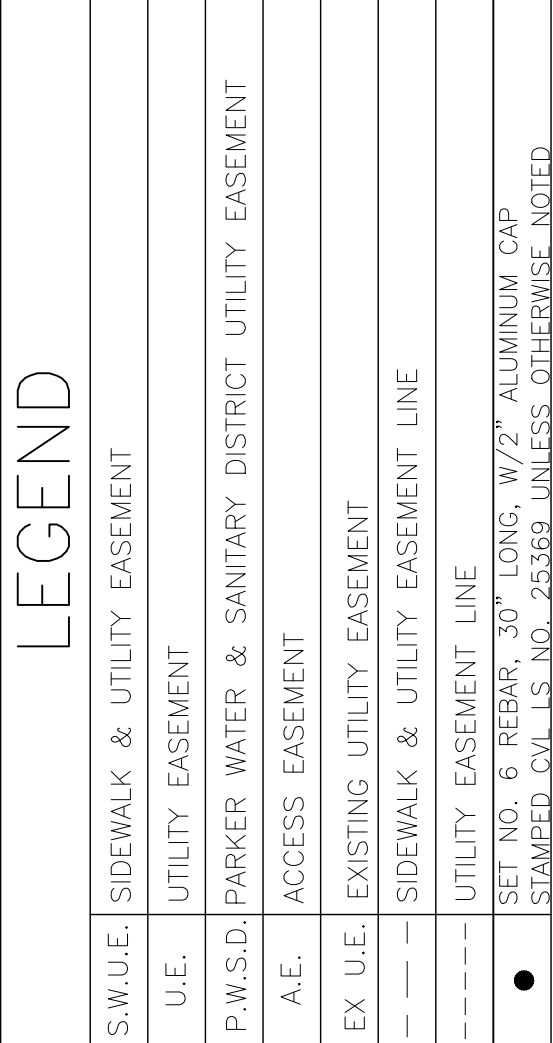
A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 10 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



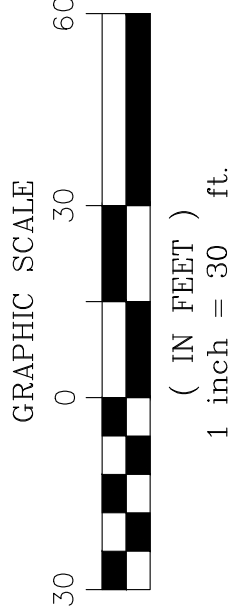
A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 11 OF 16

MATCHLINE - SEE SHEET 5, 9 & 13



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L37	S45°16'42"E	14.14'
L38	N44°43'18"E	14.14'
L39	N45°16'48"W	14.14'
L40	S44°43'12"W	14.14'
L41	S45°16'48"E	14.14'
L42	N44°43'12"E	14.14'

S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	UTILITY EASEMENT
— —	SIDEWALK & UTILITY EASEMENT LINE
-----	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED ON L.S. NO. 25368, UNLESS OTHERWISE NOTED



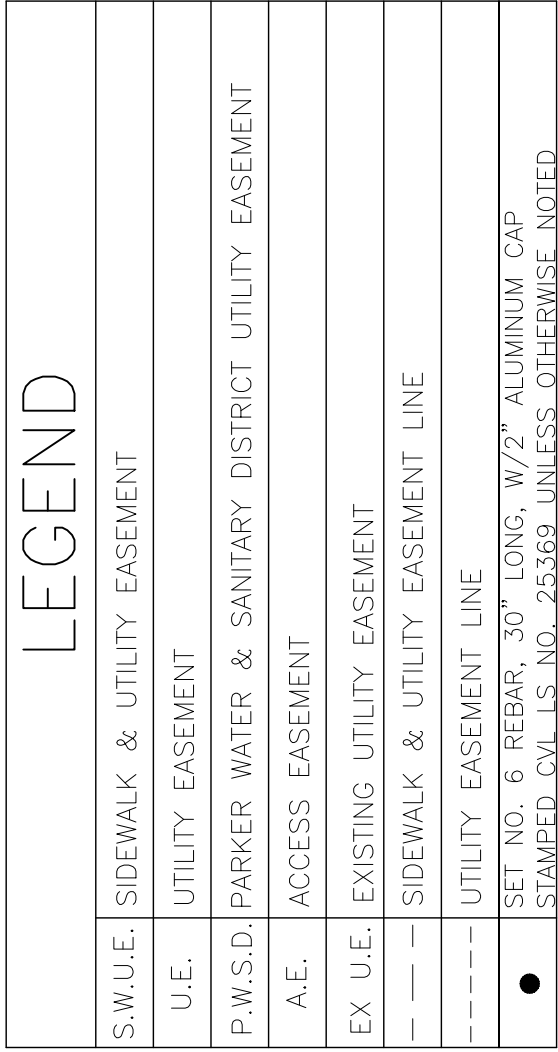
MATCHLINE - SEE SHEET 8, 12 & 16

ENGINEER/SURVEYOR

CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112

A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 12 OF 16

MATCHLINE - SEE SHEET 7, 11 & 15

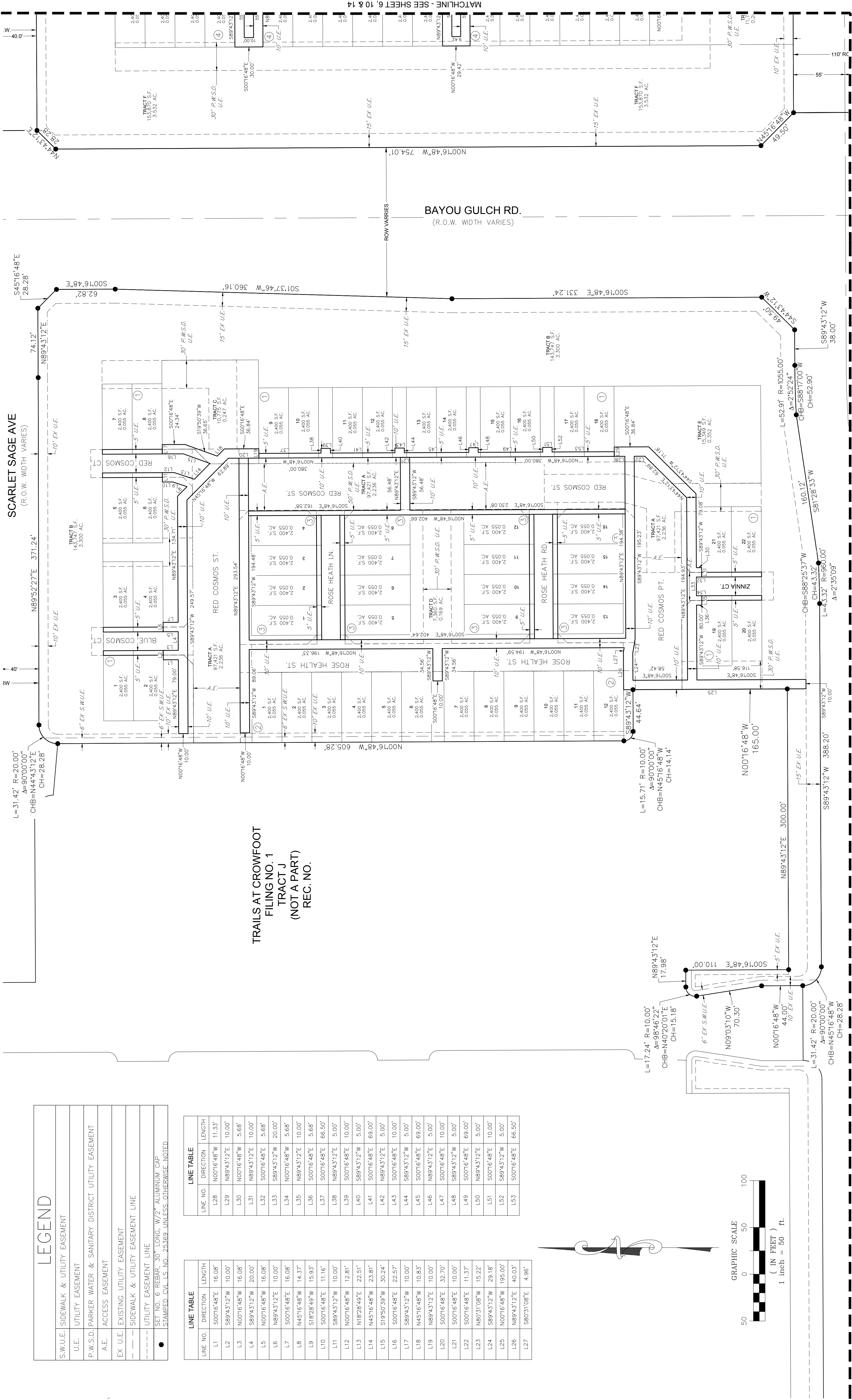


CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 13 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



LEGEND

S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
---	SIDEWALK & UTILITY EASEMENT LINE
----	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED C.V.L. IS NO. 25369, UNLESS OTHERWISE NOTED.

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N0016°48'W	11.33'
L2	S89°43'12"W	10.00'
L3	N0016°48'W	16.08'
L4	S89°43'12"W	20.00'
L5	N0016°48'W	16.08'
L6	N89°43'12'E	10.00'
L7	S0016°48'W	16.08'
L8	N45°16'48"W	14.37'
L9	S18°28'49"W	15.93'
L10	S0016°48'E	11.16'
L11	S89°43'12"W	10.00'
L12	N0016°48'W	12.81'
L13	N18°28'49'E	22.51'
L14	N45°16'48'W	23.81'
L15	S19°50'39"W	30.24'
L16	S0016°48'E	22.57'
L17	S89°43'12"W	10.00'
L18	N45°16'48'W	10.83'
L19	N89°43'12'E	10.00'
L20	S0016°48'E	32.70'
L21	S0016°48'W	5.00'
L22	S0016°48'E	11.37'
L23	N80°31'08'W	15.22'
L24	S89°43'12'W	29.18'
L25	N0016°48'W	195.00'
L26	N89°43'12'E	40.03'
L27	S80°31'08'E	4.96'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L28	N0016°48'W	11.33'
L29	N89°43'12'E	10.00'
L30	N0016°48'W	5.68'
L31	N89°43'12'E	10.00'
L32	S0016°48'E	5.68'
L33	S89°43'12'W	20.00'
L34	N0016°48'W	5.68'
L35	N89°43'12'E	10.00'
L36	S0016°48'E	5.68'
L37	S0016°48'E	66.50'
L38	N89°43'12'E	5.00'
L39	S0016°48'E	10.00'
L40	S89°43'12'W	5.00'
L41	S0016°48'E	69.00'
L42	N89°43'12'E	5.00'
L43	S0016°48'E	10.00'
L44	S89°43'12'W	5.00'
L45	S0016°48'E	69.00'
L46	N89°43'12'E	5.00'
L47	S0016°48'E	10.00'
L48	S89°43'12'W	5.00'
L49	S0016°48'E	69.00'
L50	N89°43'12'E	5.00'
L51	S0016°48'W	10.00'
L52	S89°43'12'W	5.00'
L53	S0016°48'E	66.50'

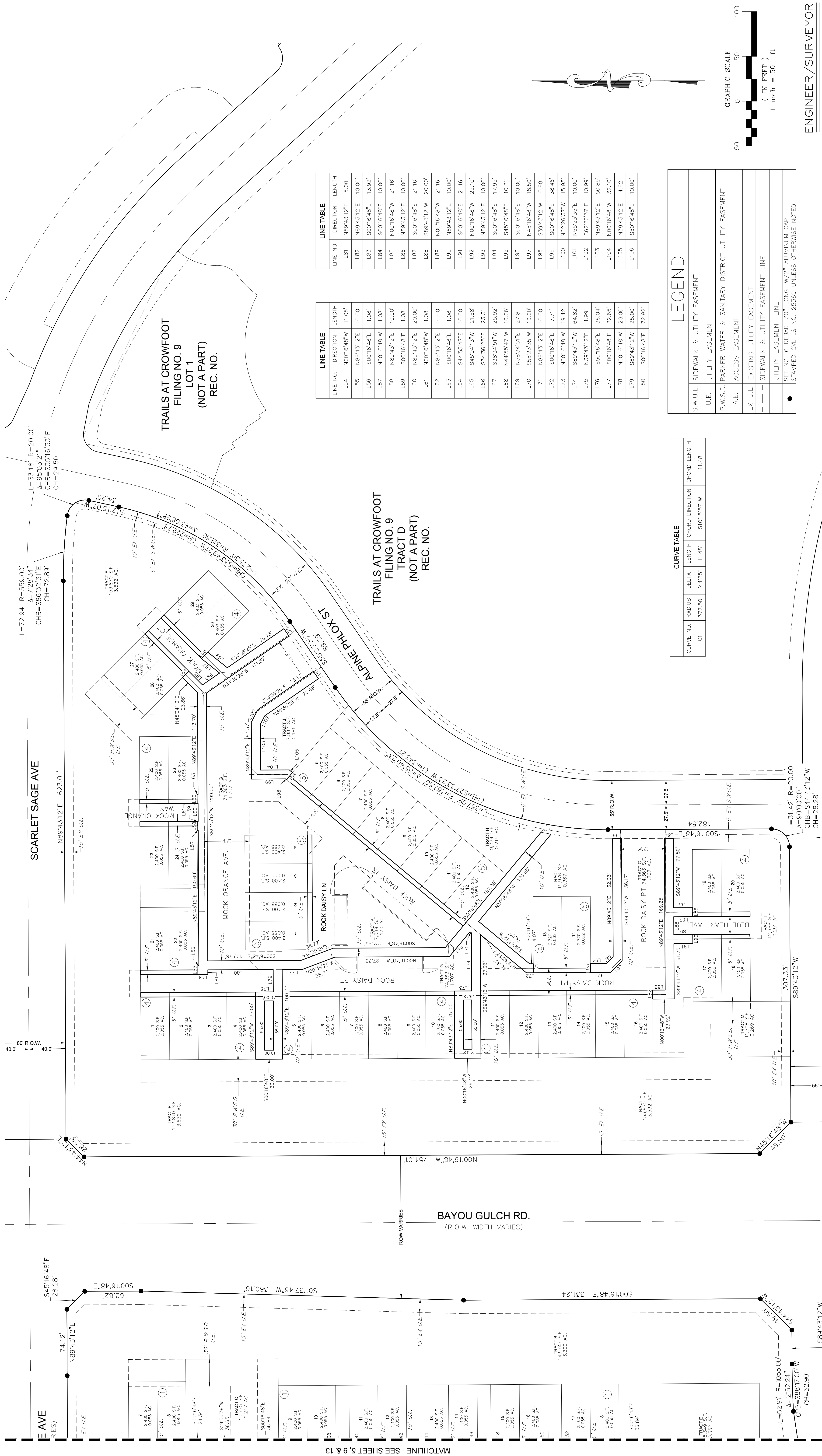
TRAILS AT CROWFOOT
FILING NO. 1
TRACT J
(NOT A PART)
REC. NO.

MATCHLINE - SEE SHEET 7, 11 & 15

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 14 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



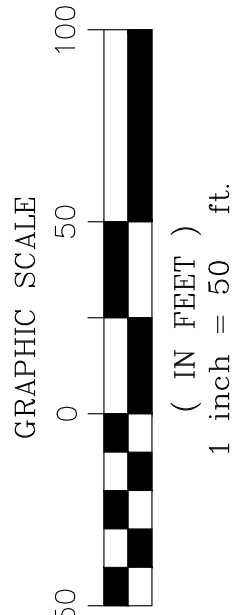
LINE NO.		DIRECTION		LINE TABLE		LENGTH
L81	N89°43'12"E	5.00'				
L82	N89°43'12"E	10.00'				
L83	N89°01'48"E	13.92'				
L84	S00°16'48"E	10.00'				
L85	N00°16'48"W	21.16'				
L86	N89°01'48"E	12.00'				
L87	S00°16'48"E	21.16'				
L88	S89°43'12"W	20.00'				
L89	N89°43'12"E	21.16'				
L90	N89°43'12"E	10.00'				
L91	S00°16'48"E	22.10'				
L92	N89°43'12"E	22.10'				
L93	N89°43'12"E	10.00'				
L94	S00°16'48"E	17.95'				
L95	S45°16'48"E	10.21'				
L96	S00°16'48"E	10.00'				
L97	N45°16'48"W	18.50'				
L98	S39°43'12"E	0.98'				
L99	N00°16'48"E	38.46'				
L100	N62°26'37"W	15.95'				
L101	N55°23'35"E	10.00'				
L102	S66°26'37"E	10.99'				
L103	N89°43'12"E	50.89'				
L104	N00°16'48"W	32.10'				
L105	S39°43'12"E	4.62'				
L106	S00°16'48"E					

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L54	N001°48'W	11.08'	
L55	N89°43'12"E	10.00'	
L56	N001°48'E	1.08'	
L57	S001°48'W	1.08'	
L58	N89°43'12"E	10.00'	
L59	S001°48'E	1.08'	
L60	N89°43'12"E	20.00'	
L61	N001°48'W	1.08'	
L62	N89°43'12"E	10.00'	
L63	S001°48'E	1.08'	
L64	S44°50'47"E	10.00'	
L65	S45°04'13"W	21.58'	
L66	S34°30'25"E	23.31'	
L67	S38°34'51"W	25.92'	
L68	N44°55'47"W	10.06'	
L69	N32°34'51"E	27.81'	
L70	S55°23'35"W	10.00'	
L71	N89°43'12"E	10.00'	
L72	S001°48'E	7.71'	
L73	N001°48'W	19.42'	
L74	S89°43'12"W	64.82'	
L75	N39°43'12"E	1.99'	
L76	S001°48'E	36.04'	
L77	S001°48'E	22.65'	
L78	N001°48'W	20.00'	
L79	S89°43'12"W	25.00'	
L80	S001°48'E	4.92'	

LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
---	SIDEWALK & UTILITY EASEMENT LINE
---	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED CIV. LS. NO. 25369 UNLESS OTHERWISE NOTED

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	377.50'	1°44'35"	11.48'	S10°15'57"W	11.48'

LEGEND



ENGINEER/SURVEYOR

CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112

TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

A REPEAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9

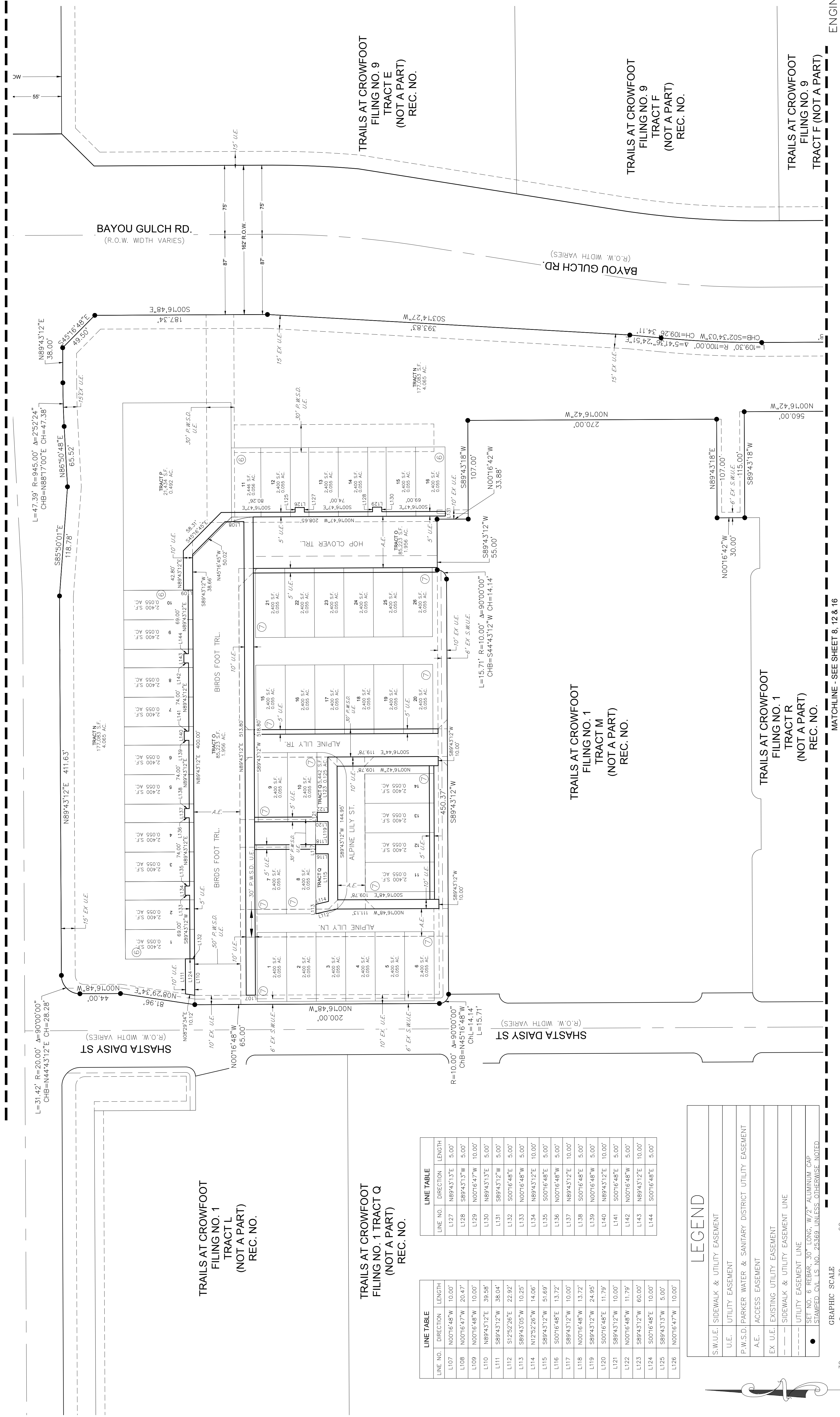
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 15 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS

MATCHLINE - SEE SHEET 5, 9 & 13



MATCHLINE - SEE SHEET 8, 12 & 16

ENGINEER/SURVEYOR

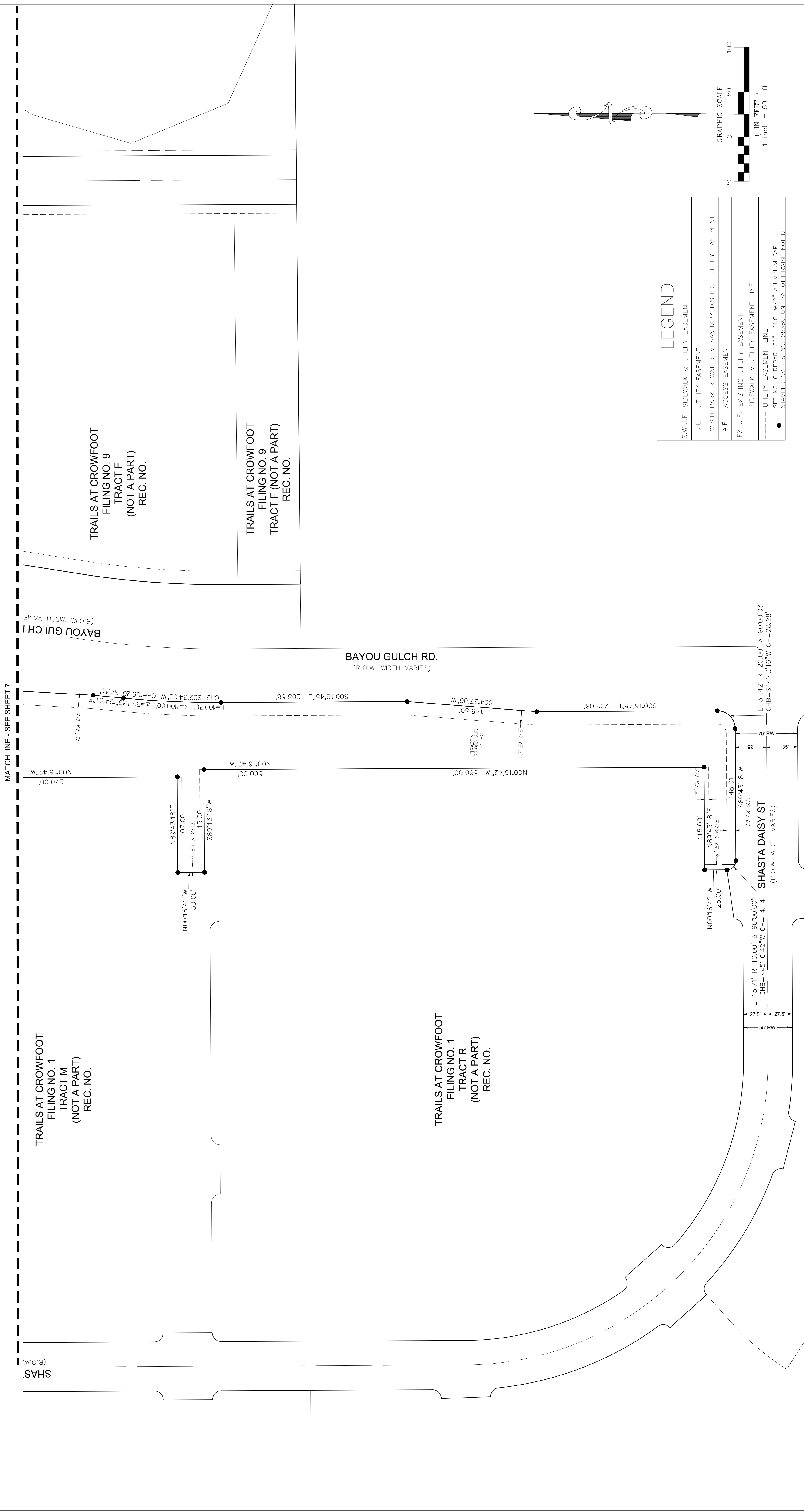
CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

TRAILS AT CROWFOOT MULTIFAMILY PRELIMINARY PLAT
PRELIMINARY PLAT
J.N. 8130283701
PREPARED: 09/08/2017 REVISED: 06/12/2018 SHEET 15 OF 16
Tel: (720) 482-9526 / Fax: (720) 482-9546

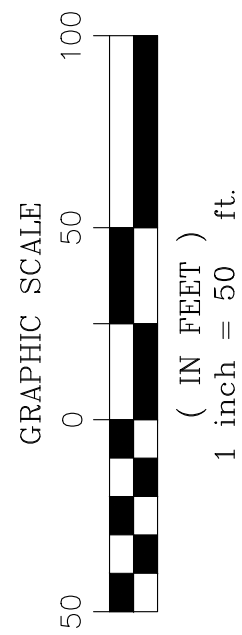
TRAILS AT CROWFOOT AMENDMENT NO. 1 PRELIMINARY PLAT

A REPLAT OF TRACTS AA, AND BB OF TRAILS AT CROWFOOT FILING NO. 1 AND TRACT O OF TRAILS AT CROWFOOT FILING NO. 9
A PART OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 16 OF 16

TOTAL ACREAGE = 27.185 ACRES, 136 RESIDENTIAL LOTS, 17 TRACTS



LEGEND	
S.W.U.E.	SIDEWALK & UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.W.S.D.	PARKER WATER & SANITARY DISTRICT UTILITY EASEMENT
A.E.	ACCESS EASEMENT
EX U.E.	EXISTING UTILITY EASEMENT
— — — —	SIDEWALK & UTILITY EASEMENT LINE
— — — —	UTILITY EASEMENT LINE
●	SET NO. 6 REBAR, 30" LONG, W/2" ALUMINUM CAP STAMPED CIVIL S NO. 25368 UNLESS OTHERWISE NOTED



ENGINEER/SURVEYOR

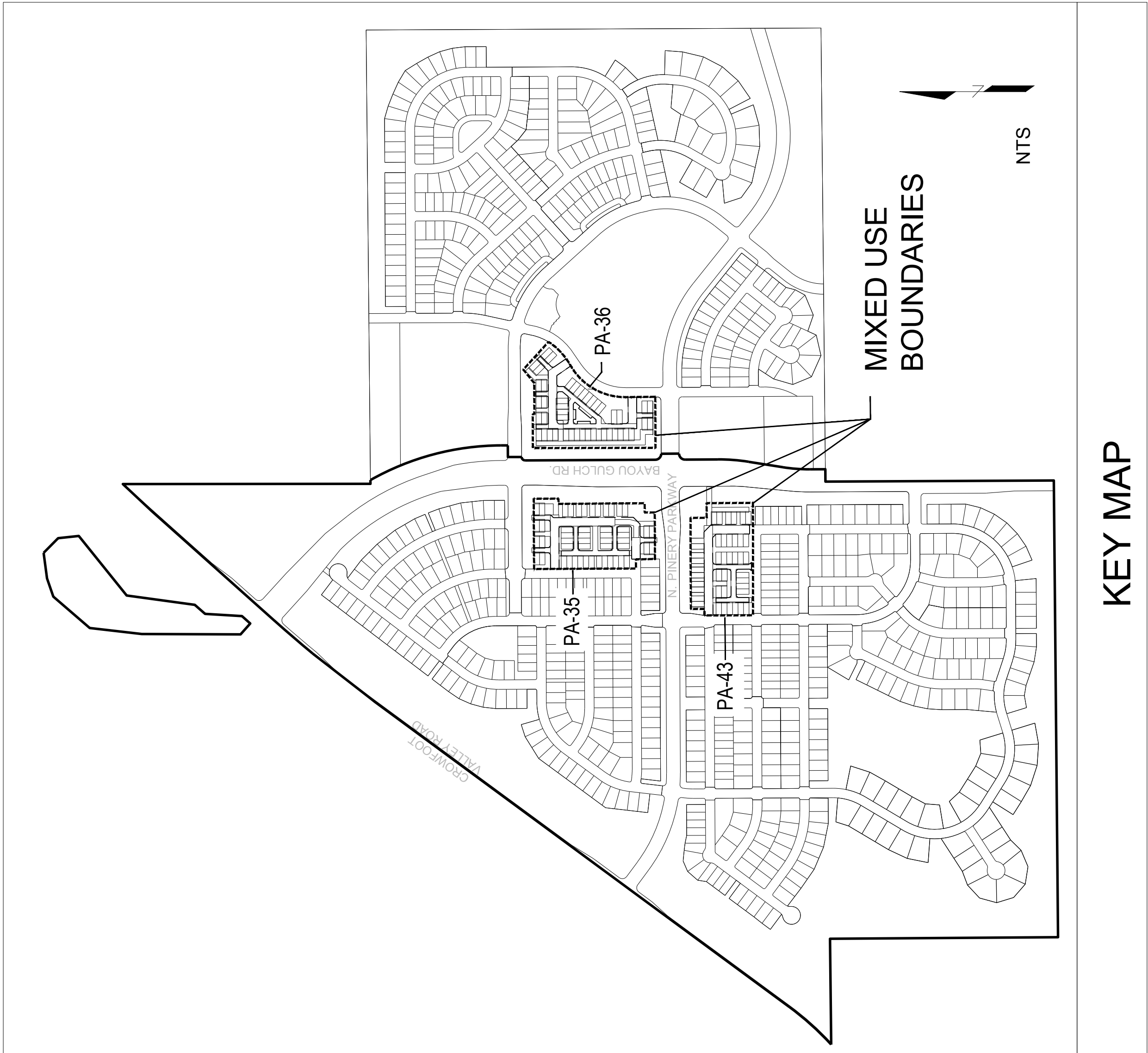
CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

TRAILS AT CROWFOOT AMENDMENT NO.1

PRELIMINARY LANDSCAPE PLANS

MIXED USE AREAS, PA-35, PA-36 & PA-43

- #### GENERAL NOTES
- DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERRING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
 - VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
 - SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
 - THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
 - IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, PCS GROUP, INC. RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
 - THE CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
 - UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
 - ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE WORK AREA LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
 - SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSCTURED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
 - COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEAN OUT AREAS WITH OWNER'S REPRESENTATIVE.
 - CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL, STOCKPILES, CONCRETE IN THE STORM SEWER IS PROHIBITED.
 - THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING ONE TO THE OWNER.
 - CONTRACTOR SHALL MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
 - THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
 - OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
 - THE CONTRACTOR AND OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
 - THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE, CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

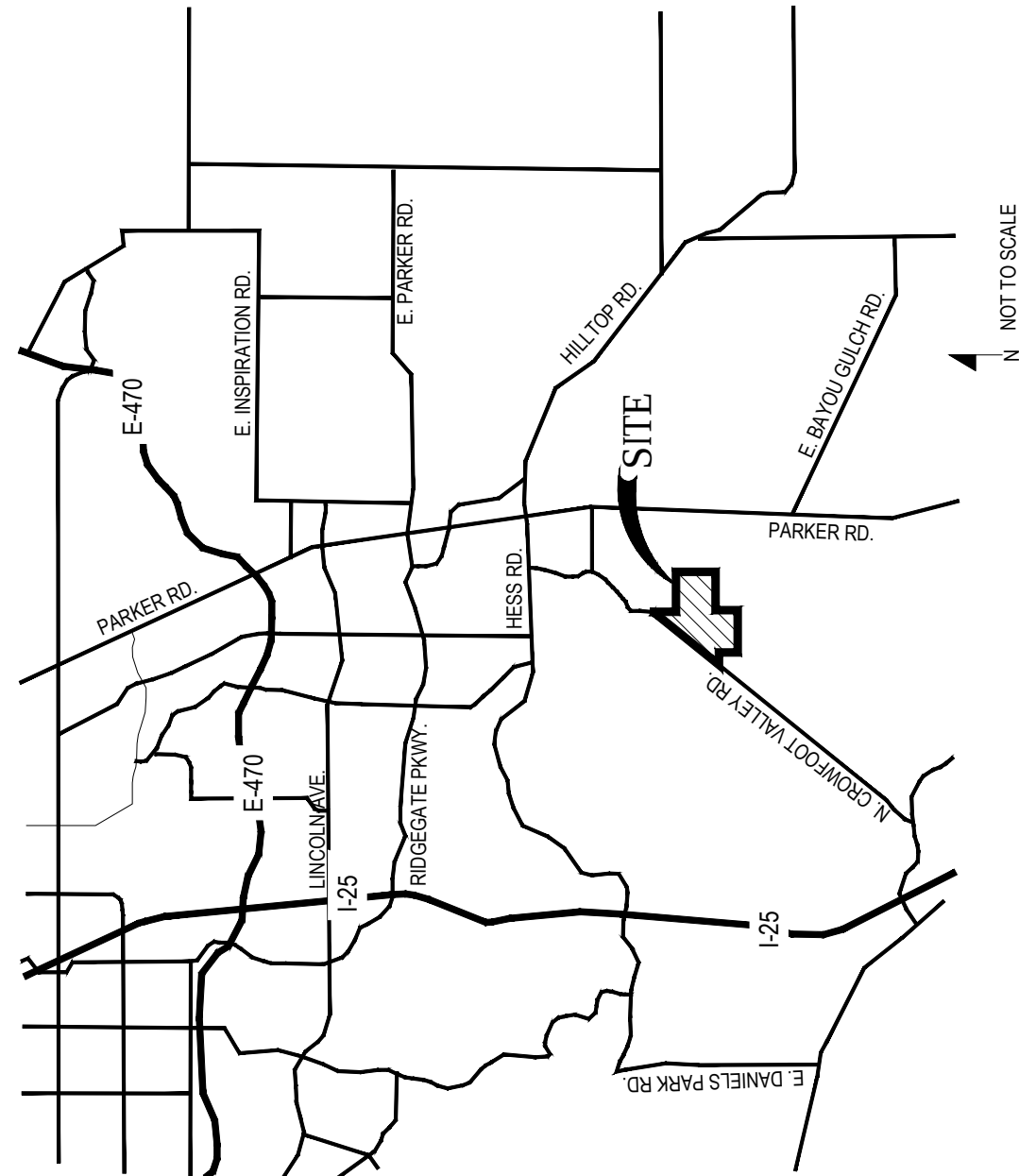


SYMBOLS & ABBREVIATIONS

- AC = ACRE
EXP = EXPANSION
B.B. = BACK BOUNDARY
B.B. = BALL AND BURLAP
B.O.C. = BACK OF CURB
B.M. = BENCH MARK
BLDG. = BUILDING
BLDG. = BUILDING
B.M. = BOTTOM OF WALL
CAL = CALIPER
C.B. = CATCH BASIN
CL. CATCH BASIN CENTER LINE
C.O. = CATCH BASIN
C.O. = CATCH BASIN
CONC. = CONCRETE
CONT. = CONTINUOUS
CONTR. = CONTRACTOR
C.F. = CATCH BASIN
C.F. = CATCH BASIN
C.F. = CATCH BASIN
DET. = DETAIL
DIM. = DIMENSION
DIA. = DIAMETER
DNG. = DRAWING
ELEV. = ELEVATION
EXIST. = EXISTING
E.P. = EDGE OF PAVING
N.T.S. = NOT TO SCALE
- OC = ON CENTER
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF CONNECTION
P.V.C. = POLYVINYL CHLORIDE
PIPE = PROPERTY LINE
R = RADIUS
R.C.P. = REINFORCED CONCRETE PIPE
R.O.W. = RIGHT OF WAY
REIN. = REINFORCED
REIN. = REINFORCED
SHT. = SHEET
SPEC. = SPECIFICATIONS
SQ. = SQUARE
S.V. = SQUARE
S.V. = SQUARE
S.S. = STAINLESS STEEL
T.C. = TOP OF CURB
T.S. = TOP OF STAR
T.W. = TOP OF WALL
T.W. = TOP OF WALL
VERT. = VERTICAL
W.O. = WITH OUT
W.W.M. = WOVEN WIRE MESH
- EXP. = EXPANSION
F.F. = FINISH FLOOR
F.G. = FINISH GRADE
F.N. = FINISH
F.H. = FIRE HYDRANT
F.L. = FINISH LINE
F.T. = FOOTING
F.T. = FEET
GA. = GAUGE
GALV. = GALVANIZED
H.W. = HIGH POINT
H.P. = HIGH POINT
HT. = HEIGHT
HORIZ. = HORIZON
ID. = INNER DIAMETER
ID. = INNER DIAMETER
INV. = INVERT
L.P. = LOW POINT
L.F. = LINEAR FEET
MAX. = MAXIMUM
MIN. = MINIMUM
MISC. = MISCELLANEOUS
N.T.S. = NOT TO SCALE
- SECTION DESIGNATION
DETAIL NUMBER
SHEET NUMBER

SHEET INDEX		Sheet Title
Sheet Number	L0.0	LANDSCAPE COVER SHEET
L0.1	L0.1	LANDSCAPE NOTES & PLANT SCHEDULE
L1.0	L1.0	OVERALL LANDSCAPE PLAN
L1.1	L1.1	LANDSCAPE PLAN
L1.2	L1.2	LANDSCAPE PLAN
L1.3	L1.3	LANDSCAPE PLAN
L1.4	L1.4	LANDSCAPE PLAN
L1.5	L1.5	LANDSCAPE PLAN
L2.0	L2.0	LANDSCAPE DETAILS
L2.1	L2.1	LANDSCAPE DETAILS
L2.2	L2.2	LANDSCAPE DETAILS

VICINITY MAP



OWNVER / DEVELOPER
PLANNER / LANDSCAPE ARCHITECT
CIVIL ENGINEER

people creating spaces

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CVL CONSULTANTS

■ Prepared For ■

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TRAILS AT CROWFOOT AMENDMENT NO. 1

PRELIMINARY LANDSCAPE PLANS

PARKER, COLORADO

PRELIMINARY PLANS ONLY
NOT FOR CONSTRUCTION

Drawn by: J.M. BEM, GS
Checked by: PCS STAFF
Submittal
Date: 10-18-2017
11-24-2018
04-30-2018
05-25-2018

Know what's below.
Call before you dig.

811

■ Sheet Name ■
LANDSCAPE COVER SHEET

■ Sheet Number ■
L0.0

LANDSCAPE NOTES

- SITE PREP
- LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
 - ALL WORK SHALL CONFORM TO LOCAL MUNICIPAL CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING IS TO BE DONE UNTIL THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ALL APPROPRIATE SAFETY REGULATIONS.
 - ALL UTILITY LOCATIONS SHALL BE MAINTAINED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
 - SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
 - A PRE-CONSTRUCTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
 - SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
 - CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
 - TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.
 - CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
 - LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
 - PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED & AMENDED.
 - ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
 - CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECH REPORT'S RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN VAULTS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE SPECIFIED.
 - MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%, MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY LANDSCAPE ARCHITECT.

TURF

- ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC, SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS, ANY CHANGES TO THE APPROVED LANDSCAPE PLAN WILL REQUIRE THE CLIENT'S SIGNATURE AND APPROVAL.
- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH ANY SPECIFICATIONS FOR NUMBER ONE GRADE.
- PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.
- ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED WITH TIGHT JOINTS AND WITHOUT GAPS.
- TURF WRAP TO BE APPLIED IN LATE FALL AFTER INSTALLATION, AND REMOVED THE FOLLOWING SPRING. REMOVE ANY STRING OR WIRE AROUND TREE TRUNKS AT TIME OF INSTALLATION.
- CONTRACTOR SHALL REPORT ANY DISCREPANCY FOUND IN THE FIELD VERSUS THE LANDSCAPE DRAWINGS IMMEDIATELY TO THE LANDSCAPE ARCHITECT. OWNERS REPRESENTATIVE, AND/OR THE CITY/COUNTY PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITY. FAILURE TO MAKE SUCH CORRECTIONS KNOWN WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE AND REPAIR.
- MAINTAIN A MINIMUM THREE FOOT CLEARANCE AROUND FIRE HYDRANTS, FIRE DEPARTMENT CONNECTIONS OR OTHER FIRE SERVICE EQUIPMENT. NO TREES OR SHRUBS WILL BE ALLOWED WITHIN THIS AREA.
- TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, AREAS OR UTILITY EASEMENTS. CONTACT LANDSCAPE ARCHITECT FOR RELOCATION OF PLANTS IN DRAINAGE AREAS PRIOR TO INSTALLATION.
- THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A DELETERIOUS MATTER.

SEEDING

- SEED SHALL BE APPLIED AT A RATE SHOWN BY MIX. SEED SHALL PASS GOVERNMENT TEST OF GERMINATION OF EIGHTY PERCENT (80%) AND FOR PURITY OF NINETY PERCENT (90%). THE PURE LIVE SEED SHALL NOT BE LESS THAN SIXTY SEVEN ON ONE-HALF PERCENT (67.5%) FOR ANY ONE VARIETY, WITH THE AVERAGE OF THE MIXTURE, NO LESS THAN SEVENTY TWO PERCENT (72%). ALL SEED SHALL BE FREE OF FOA ANNUA AND ALL NOXIOUS OBJECTIONABLE WEEDS WITH A MAXIMUM DROP OF ONE TENTH PERCENT (0.1%) AND MAXIMUM WEED OF ONE TENTH PERCENT (0.1%). IF SEEDING IS TO BE DONE IN AREAS WHERE THE SOIL IS NOT SUITABLE FOR THE SPECIFIED PLANTS, THE CONTRACTOR MUST COMPENSATE BY FURNISHING SUFFICIENT ADDITIONAL SEED TO EQUAL THE SPECIFIED PRODUCT.
- SPREAD ORGANIC SOIL AMENDMENT MATERIALS, AT A RATE OF 3 C.Y. PER 1000 SQUARE FEET, EVENLY OVER ENTIRE DISTURBED AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. 1" SIZE), TO A DEPTH OF SIX INCHES. ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE PROPERLY DISPOSED OF BY THE CONTRACTOR. AT NO ADDITIONAL COST TO THE OWNER. ALL SEED AREAS WILL THEN BE BROADCAST AND ROLLED TO THE DESIRED FINISHED GRADES WITH GENTLY SLOPING SURFACES TO ADEQUATELY DRAIN ALL SURFACE WATER RUNOFF. THE FINISHED SURFACE SHALL BE EVEN AND UNIFORM, LOOSE AND OF FINE TEXTURE, AND BE FLUSH WITH ALL PAVING EDGES.
- CONTRACTOR SHALL USE APPROPRIATE MECHANICAL POWER (BRILLION SEEDER OR EQUAL) TO DRILL THE SEED INTO THE SEEDBED WHERE/EVER POSSIBLE. SEED SHALL BE SOWN TO A DEPTH OF ONE-HALF INCH (1/2"). DRILLING SHALL BE DONE IN 2 SEPARATE OPERATIONS CROSSING THE AREA AT RIGHT ANGLES TO ONE ANOTHER TO GUARANTEE PROPER COVERAGE. ON SLOPING LAND, SEEDING OPERATIONS SHALL FOLLOW THE GENERAL CONTOUR. AREAS TOO SMALL TO DRILL SEED MAY BE BROADCAST BY HAND AND APPLICATION RATES SHALL BE DOUBLED. SEEDING OF ANY KIND WILL NOT BE PERMITTED WHEN WIND VELOCITY IS SUCH AS TO PREVENT UNIFORM SEED DISTRIBUTION. NO APPLICATION SHALL TAKE PLACE WITH THE PRESENCE OF FREE SURFACE WATER OR WHEN GROUND IS FROZEN OR CANNOT BE TILLED. ADDITIONAL TOPICAL OVER SEEDING MAY BE APPLIED TO PREVIOUSLY SEEDER AREAS IN ORDER TO ACHIEVE ADEQUATE GROUND COVER AND EROSION RESISTANCE.
- SEEDER AREAS MAY REQUIRE TEMPORARY ABOVE GROUND SPRAY IRRIGATION UNTIL ESTABLISHMENT. IRRIGATION SHALL BE REMOVED UPON ACCEPTANCE BY THE CITY. WHERE STEEP SLOPES OCCUR, LANDSCAPE CONTRACTOR MAY REQUIRE VARIOUS METHODS OF TEMPORARY

IRRIGATION

- IRRIGATION TO ACHIEVE SEED ESTABLISHMENT. SUCH METHODS SHALL BE IN COMPLIANCE WITH THE PROJECT'S EROSION CONTROL METHODS, BMP'S AND ALL CITY CODES AND REQUIREMENTS.
- MULCH WILL BE HYDRO MULCH. HYDRO MULCH SHALL BE CONWED 200 AND TACKIFIER OR APPROVED SUBSTITUTE MEETING THE FOLLOWING REQUIREMENTS:
 - VIRGIN WOOD CELLULOSE FIBER, MAY NOT CONTAIN ANY SUBSTANCE OR FIBER THAT MAY INHIBIT GERMINATION OF GROWTH OF GRASS SEEDS AND PLANTS.
 - DYE TO APPROPRIATE COLOR TO ALLOW PROPER METERING OF APPLICATION.
 - FIBERS MUST HAVE ABILITY TO BECOME EVENLY DISPERSED AND SUSPENDED WHEN AGITATED IN WATER.
 - WHEN SPRAYED UNIFORMLY ON SURFACE OF SOIL, FIBERS SHALL FORM BLOTTER - LIKE GROUND COVER THAT READILY ABSORBS WATER, AND ALLOWS INFILTRATION TO UNDERLYING SOIL.
 - SEEDS SHALL BE APPLIED TO AIR DRY WEIGHT OF FIBERS WITH A STANDARD MOISTURE CONTENT OF TEN PERCENT (10%).
 - MULCH MATERIAL SHALL BE SUPPLIED IN CONTAINERS NOT MEASURING OVER ONE HUNDRED (100) LBS AND SHOWING AIR DRY WEIGHT OF FIBERS.
 - ALL ORGANIC MATERIAL SHALL BE SUPPLIED WITH HYDRONULCH FIBERS OR BE ADJED AT A LATER TIME.
- WEED MANAGEMENT
 - BEFORE SEEDING: REMOVE EXISTING WEEDS BY PULLING, TILLING UNDER AND/OR, APPLYING A GLYPHOSATE HERBICIDE SUCH AS ROUNDUP®, OR BY A COMBINATION OF THESE METHODS. FOR ADDITIONAL WEED CONTROL AFTER SITE PREPARATION, A SOIL FLUIGANT MAY BE USED, OR THE AREA MAY BE IRRIGATED TO ENCOURAGE WEED GROWTH AND THEN SPRAYED WITH A GENERAL HERBICIDE.
 - IN VERY WEEDY AREAS, THE FOLLOWING METHOD IS SUGGESTED: (1) TILL SOIL OR SPRAY VEGETATION WITH ROUNDUP®, WHEN USING AN HERBICIDE ALLOW TWO WEEKS FOR IT TO TAKE OUT THE DEAD DEBRIS. IF PERENNIAL WEEDS SUCH AS SHIMDOW ARE PRESENT, USING AN HERBICIDE WITH TWO WEEKS FOR CONSISTENT MOISTURE IS AVAILABLE TO NOT TILL THE SOIL AGAIN BECAUSE THIS WILL BRING EVEN MORE WEED SEEDS UP TO THE SURFACE. (3) SPRAY ANY NEW GROWTH WITH ROUNDUP®. (4) AFTER BAKING OUT DEAD VEGETATION, ALLOW SOIL TO RECOVER FOR 4 WEEKS BEFORE PLANTING SEED. A RECOVERY PERIOD OF THIS DURATION IS ADVISABLE BECAUSE EXTENSIVE USE OF GLYPHOSATE HERBICIDES MAY CAUSE A DELAY IN GERMINATION AND IN THE VIGOROUS GROWTH OF SEEDLINGS, ONCE THE SEEDS HAVE GERMINATED, FURTHER WEED CONTROL IS USUALLY NECESSARY. IF PRACTICAL, PULL ALL WEEDS AS SOON AS THEY CAN BE IDENTIFIED. OTHER SUCCESSFUL TECHNIQUES ARE SPOT-SPRAYING WITH A GENERAL HERBICIDE OR SELECTIVELY CUTTING WEEDS WITH A STRING TRIMMER. BE SURE TO REMOVE WEEDS BEFORE THEY RESEED.
 - ONCE ESTABLISHED, NATIVE AREAS MAY BE MOWED TWICE A SEASON OR AS REQUIRED TO MINIMIZE WEED GROWTH. FURTHER MOWING ADJACENT TO ROADWAYS AND PARK AREAS MAY BE REQUIRED AS SEASONAL DROUGHT AND THE CONDITIONS MAY DICTATE.

SEEDING ESTABLISHMENT NOTES:

- SEED SHALL BE APPLIED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE, RULES AND REGULATIONS AND FEDERAL SEED ACT. SEED SHALL BE EQUAL IN QUALITY TO THE STANDARDS FOR CERTIFIED SEED AND SHALL BE FURNISHED IN SEALED, UNOPENED, STANDARD CONTAINERS. SEED SHALL BE FRESH, CLEAN, PURE LIVE SEED WITH THE VARIETIES MIXED IN PROPORTIONS BY WEIGHT SHOWN AND MEETING THE MINIMUM PERCENTAGES OF PURITY AND GERMINATION SPECIFIED.
- SEED SHALL BE APPLIED AT A RATE SHOWN BY MIX. SEED SHALL PASS GOVERNMENT TEST OF GERMINATION OF EIGHTY PERCENT (80%) AND FOR PURITY OF NINETY PERCENT (90%). THE PURE LIVE SEED SHALL NOT BE LESS THAN SIXTY SEVEN ON ONE-HALF PERCENT (67.5%) FOR ANY ONE VARIETY, WITH THE AVERAGE OF THE MIXTURE, NO LESS THAN SEVENTY TWO PERCENT (72%). ALL SEED SHALL BE FREE OF FOA ANNUA AND ALL NOXIOUS OBJECTIONABLE WEEDS WITH A MAXIMUM DROP OF ONE TENTH PERCENT (0.1%) AND MAXIMUM WEED OF ONE TENTH PERCENT (0.1%). IF SEEDING IS TO BE DONE IN AREAS WHERE THE SOIL IS NOT SUITABLE FOR THE SPECIFIED PLANTS, THE CONTRACTOR MUST COMPENSATE BY FURNISHING SUFFICIENT ADDITIONAL SEED TO EQUAL THE SPECIFIED PRODUCT.
- SPREAD ORGANIC SOIL AMENDMENT MATERIALS, AT A RATE OF 3 C.Y. PER 1000 SQUARE FEET, EVENLY OVER ENTIRE DISTURBED AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. 1" SIZE), TO A DEPTH OF SIX INCHES. ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE PROPERLY DISPOSED OF BY THE CONTRACTOR. AT NO ADDITIONAL COST TO THE OWNER. ALL SEED AREAS WILL THEN BE BROADCAST AND ROLLED TO THE DESIRED FINISHED GRADES WITH GENTLY SLOPING SURFACES TO ADEQUATELY DRAIN ALL SURFACE WATER RUNOFF. THE FINISHED SURFACE SHALL BE EVEN AND UNIFORM, LOOSE AND OF FINE TEXTURE, AND BE FLUSH WITH ALL PAVING EDGES.
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PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT
AE	11	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	B & B	25" CAL	45'
AS	4	ACER PLATANOIDES 'SCHWEDLERI'	SCHWEDLER MAPLE	B & B	25" CAL	50'
HAC	23	CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	25" CAL	50'
GS	45	GLEDITSIA TRIACANTHOS NERAMIS 'SHADEMASTER' TM	SHADEMASTER LOCUST	B & B	25" CAL	45'
SH	22	SYCAMORE	SHEDDING LEAF LOCUST	B & B	25" CAL	45'
GK	5	GYNOCLADUS DONICA	KENTUCKY COFFEE TREE	B & B	25" CAL	45'
OV	2	OSTRYA VIRGINIANA	AMERICAN HORNBEAM	B & B	25" CAL	30'
PO	13	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	B & B	25" CAL	80'
QB	36	QUERCUS BICOLOR	AMERICAN SWAMP WHITE OAK	B & B	25" CAL	50'
QR	1	QUERCUS RUBRA	RED OAK	B & B	25" CAL	50'
RAL	3	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	B & B	25" CAL	50'
TG2	17	TILIA CORDATA 'GLENLEVEN'	GLENLEVEN LITTLELEAF LINDEN	B & B	25" CAL	60'
TG	18	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	B & B	25" CAL	60'
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT
PSP	37	PINUS FLEXILIS	LIMBER PINE	B & B	6"-8" HT	50'
PN	34	PINUS NIGRA	AUSTRIAN BLACK PINE	B & B	6"-8" HT	50'
PPI	42	PINUS PONDEROSA	PONDEROSA PINE	B & B	6"-8" HT	50'
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL / SIZE	HT
ACM	8	ACER GINNALA 'COMPACTUM'	COMPACT AMUR MAPLE	B & B	18"	18'
AH	20	ACER TATARICUM 'HOT WINGS'	HOT WINGS TATARIAN MAPLE	B & B	2" CAL	30'
AL	11	ALNUS TENUIFOLIA	HINLEAF ALDER	B & B	2" CAL	30'
AKH	27	YUCCA GLAUCA 'WINTER KING'	YUCCA GLAUCA	B & B	2" CAL	30'
SC	46	MAIUS X SPRING SNOW	SPRING SNOW CRAB APPLE	B & B	2" CAL	30'
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	
AHC	53	AGASTACHE X CORANADO RED'	ANISE HYSSOP	1 GAL	2.5' X 3'	LO
EB	100	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL	2' X 2'	LO
BES	204	RUBICEKIA FULGIDA SULLIVANTII' GOLDSTURM'	BLACK-EYED SUSAN	1 GAL	1.5' X 1.5'	LO
SP	59	SCABIOSA CAUCASICA 'PERFECTA BLUE'	PINCUSHION FLOWER	1 GAL	2.5' X 1.5'	LO
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	
SS	35	SALEX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	5 GAL	15' X 8"	LO
AM	15	AMELANCHIER X NIGOLA 'REGENT'	'AUTUMN BRILLIANCE' SERVICEBERRY	5 GAL	15' X 10"	LO
CI	150	CERCOCARPUS INTRICATUS	BLUE MIST SHRUB	5 GAL	2' X 3'	MC
CO	148	CORYLUS SERICEA 'BAILEY'	LITTLE LEAF MOUNTAIN HAHOGANY	5 GAL	5' X 5'	LO
CB2	18	COTONEASTER DIVARICATUS	RED TWIG DOGWOOD	5 GAL	8' X 8'	LO
CH	21	COTONEASTER HORIZONTALIS	SPREADING COTONEASTER	5 GAL	6' X 6'	LO
PS2	134	PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	5 GAL	2' X 3'	MC
PJ	5	POTENTILLA FRUTICOSA 'JACKMANI'	JACKMAN'S POTENTILLA	5 GAL	3' X 4'	LO
SCH	59	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	5 GAL	16' X 6'	LO
RTU	23	RIBES AUREUM	GOLDEN CURRANT	5 GAL	4' X 5'	VE
RG	5	RIBES TRILOBATA 'GRO-LOW'	THREE LEAF SUMAC	5 GAL	4' X 5'	VE
SP2	5	SALEX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	5 GAL	8' X 8'	MC
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	
AC	15	ACTINOTAPHYLUS X COLORADOENSIS 'CHIEFTAIN'	MANZANITA	5 GAL	2' X 5'	LO
AP	4	CYTISUS SCOPARIUS X COLORADOENSIS 'PANCHITO'	PANCHITO MANZANITA	5 GAL	1.5' X 5'	LO
CSM	112	CYTISUS SCOPARIUS 'MOONLIGHT'	MOONLIGHT BROOM	5 GAL	3' X 5'	LO
LC	49	EUONYMUS FORTUNEI 'LORDSBURGH'	LORDSBURGH EVONYM	5 GAL	6' X 6'	LO
JH	18	JUNIFERUS HORIZONTALIS 'HUGHES'	HUGHES JUNIPER	5 GAL	1.5' X 8'	VE
BUJ	28	JUNIFERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL	2' X 6'	LO
PS	68	JUNIFERUS MUGO 'SLOWMOUND'	MUGO PINE	5 GAL	2.5' X 5'	LO
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT X SPD	
CK	359	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL	4.5' X 2'	LO
BOG	54	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	1 GAL	2' X 2'	LO
MG	134	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	1 GAL	4' X 5'	ME
PH	14	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL GRASS	1 GAL	5' X 3'	MC
PH2	46	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	5 GAL		
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT		
	151,193 SF	ENVIROTURF RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	SOD		
	884 SF	FIBAR PLAYGROUND MULCH	FIBAR PLAYGROUND MULCH	MULCH		
	13,583 SF	ROCK MULCH GREY, 2" DIA. COBBLE 3" DEPTH, RE: LDSCP NOTES	ROCK MULCH GREY, 2" DIA. COBBLE	MULCH		
	3,309 SF	ROCK MULCH TAN, 2" DIA. COBBLE 3" DEPTH, RE: LDSCP NOTES	ROCK MULCH TAN, 2" DIA. COBBLE	MULCH		
	243,958 SF	SEED MIX 1 TOWN OF PARKER - SEED MIX 1, RE: LANDSCAPE NOTES	SEED MIX 1	SEED		

OPEN SPACE LANDSCAPE QUANTITIES				OPEN SPACE LANDSCAPE QUANTITIES			
AREA	AREA / LENGTH	UNI	T	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED
PA-35							
TRACT A - PA-35	61,223 SF			41	80	204	28
TRACT B - PA-35	98,541 SF			66	54	328	168
PA-36							
TRACT C - PA-36	25,468 SF			17	36	85	154
TRACT D - PA-36	114,942 SF			77	61	383	185
TRACT E - PA-36	33,231 SF			22	19	111	271
PA-43							
TRACT F - PA-36	61,746 SF			41	73	206	96
TRACT G - PA-43	62,078 SF			41	43	207	78
TOTAL OPEN SPACE AREAS	457,229 SF			305	366	1,524	940

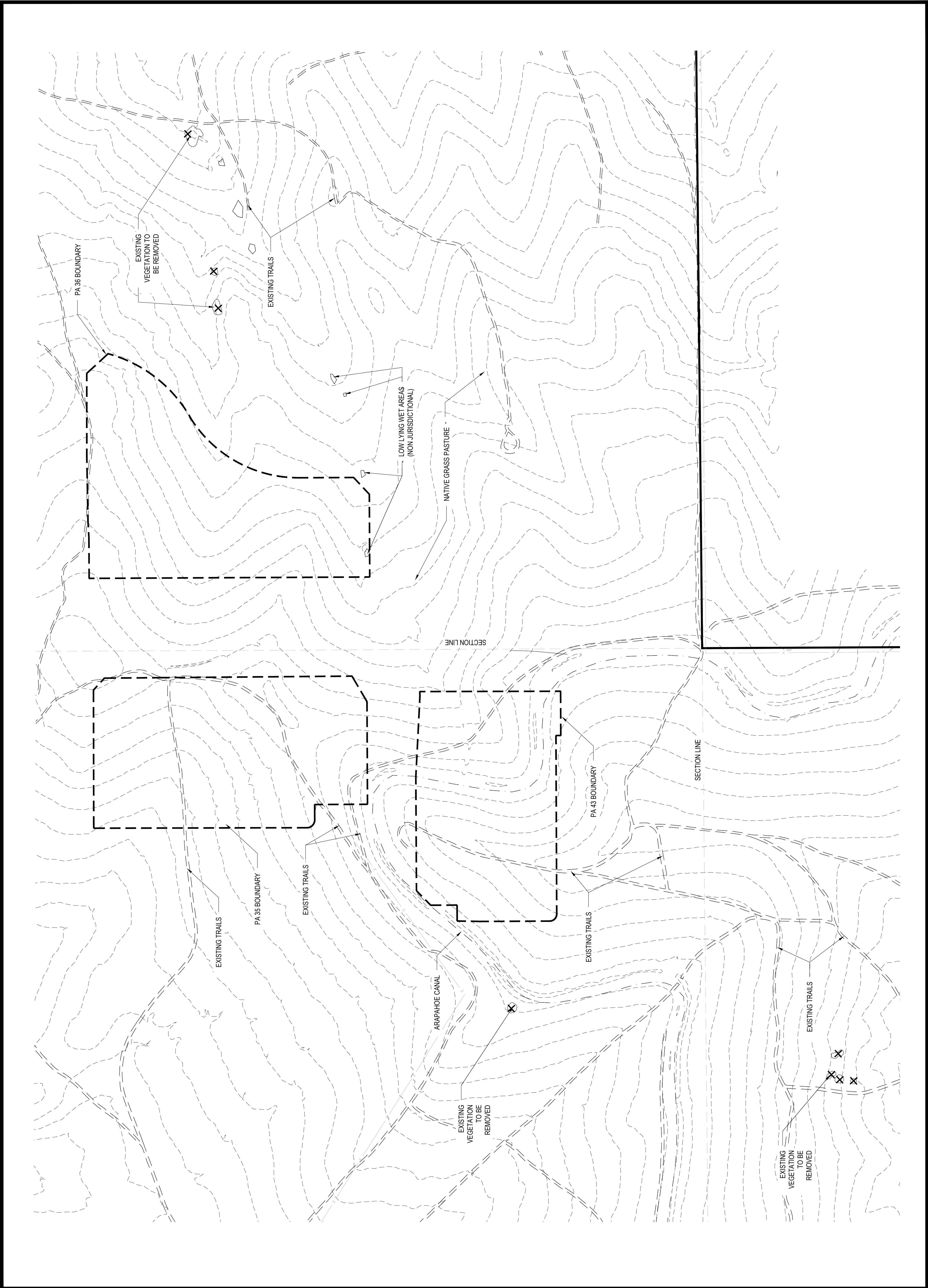
OPEN SPACE LANDSCAPE QUANTITIES				OPEN SPACE LANDSCAPE QUANTITIES			
AREA	AREA / LENGTH	UNI	T	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED
PA-35							
TRACT A - PA-35	61,223 SF			41	80	204	28
TRACT B - PA-35	98,541 SF			66	54	328	168
PA-36							
TRACT C - PA-36	25,468 SF			17	36	85	154
TRACT D - PA-36	114,942 SF			77	61	383	185
TRACT E - PA-36	33,231 SF			22	19	111	271
PA-43							
TRACT F - PA-36	61,746 SF			41	73	206	96
TRACT G - PA-43	62,078 SF			41	43	207	78
TOTAL OPEN SPACE AREAS	457,229 SF			305	366	1,524	940

OPEN SPACE LANDSCAPE QUANTITIES				OPEN SPACE LANDSCAPE QUANTITIES			
AREA	AREA / LENGTH	UNI	T	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHRUBS PROVIDED
PA-35							
TRACT A - PA-35	61,223 SF			41	80	204	28
TRACT B - PA-35	98,541 SF			66	54	328	168
PA-36							
TRACT C - PA-36	25,468 SF			17	36	85	154
TRACT D - PA-36	114,942 SF			77	61	383	185
TRACT E - PA-36	33,231 SF			22	19	111	271
PA-43							
TRACT F - PA-36	61,746 SF			41	73	206	96
TRACT G - PA-43	62,078 SF			41	43	207	78
TOTAL OPEN SPACE AREAS	457,229 SF			305	366	1,524	940

- 1) tree substitution per 10 shrubs
- 2) Final landscape plans to reflect required tree and shrubs quantities per Town of Parker Landscape Regulations (Section 13.06.070) which require 1 tree & 5 shrubs per each 1,500 square
- 3) Per the Amended Stroh Ranch Annexation Agreement section(vi) The Separation Buffer along N. Chambers Rd. (Bayou Gulch Rd.) may be left in a natural, non-landscaped, non irrigated condition and is subtracted from open space area calculations.
- 4) Tracts areas in Open Space Landscape Quantities table don't necessarily match plot.
- 5) Takeoffs only reflect landscapable areas or areas that aren't previously accounted for in Filings 1 and 9
- 6) Tract quantities include include interior ROW street trees.
- 7) Trees along Scarlet Sage, Shasta Daisy, & Rose mallow are planted 1 tree per 40'

- SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY LANDSCAPE ARCHITECT IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
- LANDSCAPE CONTRACTOR SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL SHALL BE PLANTED WITHIN 10' OF ANY EXISTING OR PROPOSED ELECTRICAL SWITCHGEARS, TRANSFORMERS OR OTHER UTILITIES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE ELECTRICAL UTILITY EQUIPMENT. PLANT MATERIAL MAY BE FIELD ADJUSTED TO PROVIDE THE 10' CLEAR SPACE AND ACCESSIBILITY REQUIRED BY THE UTILITY'S OWNER/OPERATOR.
- ANY TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY LANDSCAPE ARCHITECT PRIOR TO DOING WORK.
- PROPOSED PLANT SPECIES MAY BE SUBJECT TO CHANGE PENDING COMMERCIAL AVAILABILITY AT TIME OF CONSTRUCTION. ALL SPECIES SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL PLANT QUANTITIES & SIZES SHALL REMAIN AS INDICATED ON THE PLANT SCHEDULE. CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTED PLANT SPECIES ARE ACCEPTABLE TO THE LOCAL MUNICIPALITY OR GOVERNING JURISDICTIONS.
- IF SPECIFIED PLANTS ARE NOT COMMERCIALY AVAILABLE AT TIME OF CONSTRUCTION/INSTALLATION, CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR A SUBSTITUTION.

- PLANTING BEDS
- ALL PROPOSED PLANTING BEDS SHALL CONTAIN THE SPECIFIED MULCH. ROCK MULCH BEDS SHALL INCLUDE MIRAFI WEED BARRIER FABRIC OR EQUAL SECURED WITH PINS. OVERLAP FABRIC MIN. 24" AT EDGES. NO FABRIC IS REQUIRED IN WOOD MULCH AREAS.
 - ROCK MULCH AROUND VEGETATION SHALL CONTAIN 1 1/2" DIA. ROUND RIVER COBBLE. TAN COLOR, 4" DEPTH.
 - WOOD MULCH SHALL BE 'GORILLA HAIR' OR EQUAL SHREDED CEDAR MULCH, 4" DEPTH.
 - EDGING BETWEEN TURF AND PLANTING BEDS SHALL BE 12 GAUGE, GREEN COLOR, ROLLED-TOP, STEEL EDGING OR EQUIVALENT. ANY NO EDGING IS REQUIRED AGAINST 'HACKSACCA' AREAS OR AT TREE TRUNK EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE. RE: DETAILS FOR INSTALLATION IN LOW DRAINAGE AREAS.
 - EDGING BETWEEN TURF AND PLANTING BEDS SHALL BE 12 GAUGE, GREEN COLOR, ROLLED-TOP, STEEL EDGING OR EQUIVALENT. ANY NO EDGING IS REQUIRED AGAINST 'HACKSACCA' AREAS OR AT TREE TRUNK EDGES. EDGING SHALL BE INSTALLED TO AVOID IMPEDING DRAINAGE. RE: DETAILS FOR INSTALLATION IN LOW DRAINAGE AREAS.
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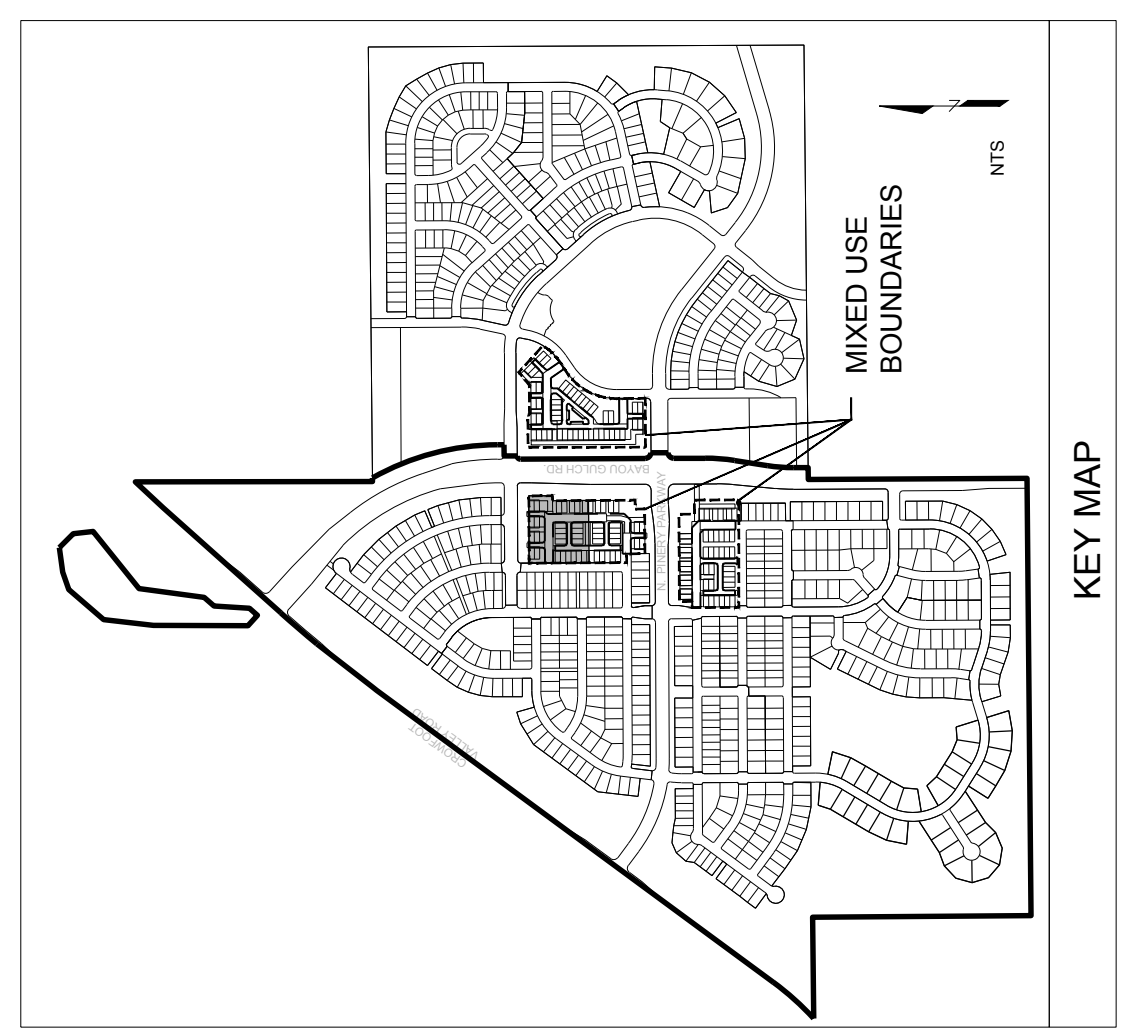




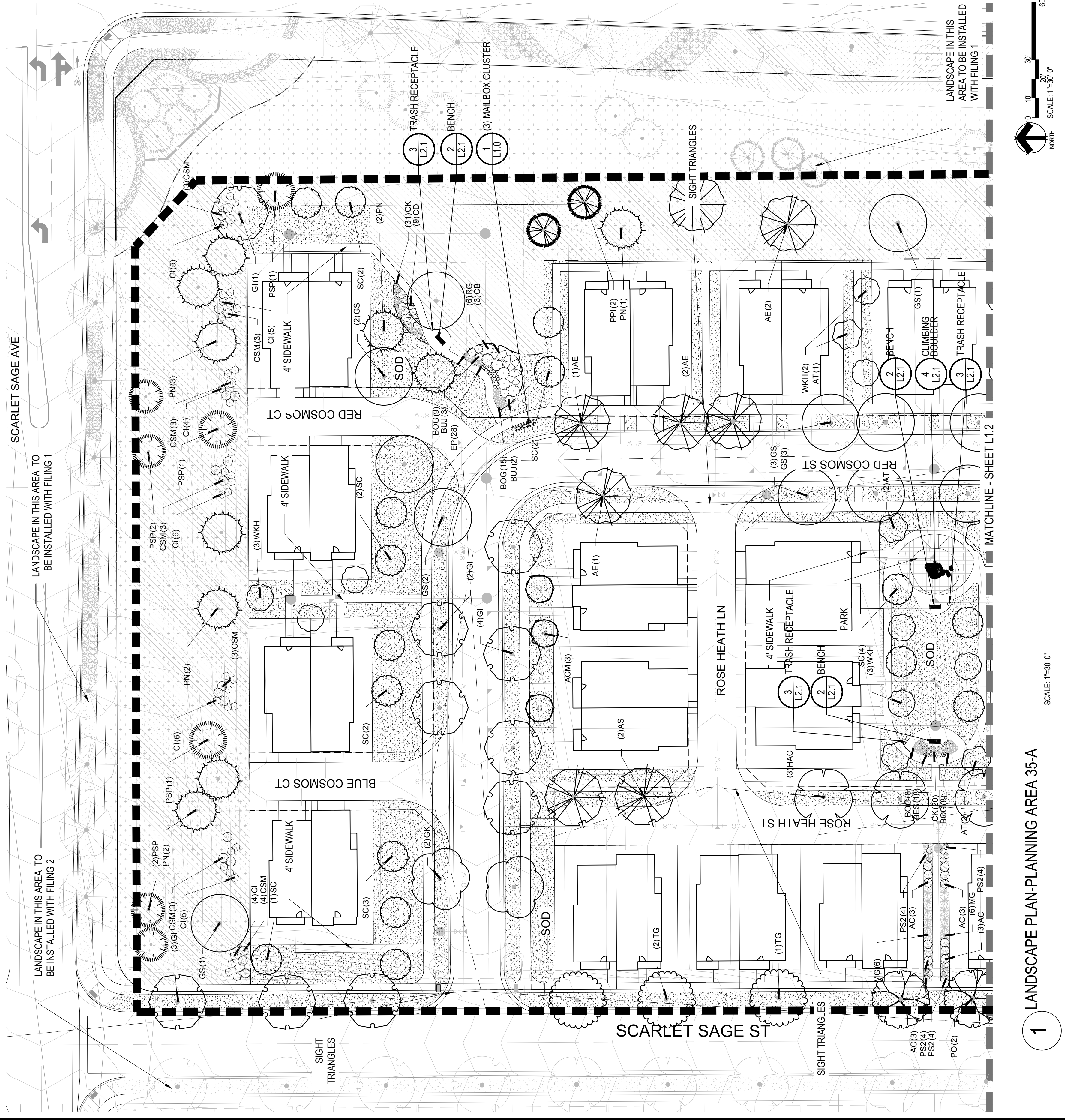
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U.S. Mail Supply
1.800.571.0147

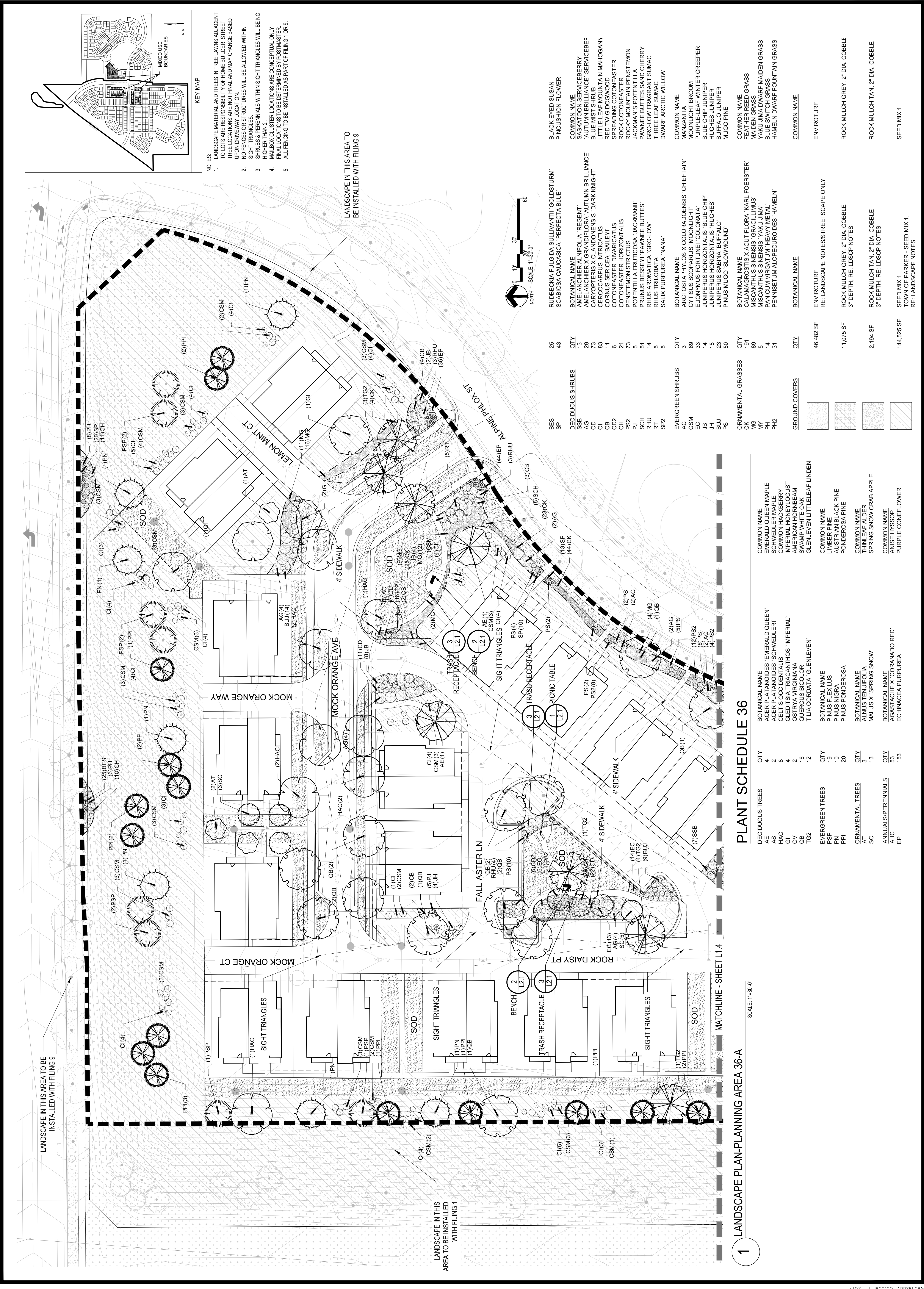
PLANT SCHEDULE PA 35

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
AE	6	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	B & B
AS	2	ACER PLATANOIDES 'SCHWEDLERI'	SCHWEDLER MAPLE	B & B
AC	2	ACER PLATANOIDES 'NORWAY'	NORWAY MAPLE	B & B
CS	10	GLADISTIA TRIACANTHOS INERMIS 'SHADEMASTER'™	SHADEMASTER LOCUST	B & B
GI	16	GLADISTIA TRIACANTHOS 'IMPERIAL'	IMPERIAL HONEYLOCUST	B & B
GK	2	GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	B & B
PO	13	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	B & B
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	B & B
TG	11	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	B & B
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
PSP	11	PINUS MURICATUS	PINUS MURICATUS	B & B
PN	11	PINUS MURICATUS	PINUS MURICATUS	B & B
PPI	11	PINUS PONDEROSA	PONDEROSA PINE	B & B
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
ACM	8	ACER GINNALA 'COMPACTUM'	COMPACT AMUR MAPLE	B & B
AT	8	ALNUS TENUIFOLIA	THINLEAF ALDER	B & B
WKH	11	CRATAEGUS VIRIDIS 'WINTER KING'	'WINTER KING' HAWTHORN	B & B
SC	23	MALUS X 'SPRING SNOW'	SPRING SNOW GRAB APPLE	B & B
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT
EP	28	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL
BES	18	RUDBECKIA FULGIDA SULLIVANTII 'GOLDSTURM'	BLACK EYED SUSAN	1 GAL
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AG	2	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	'AUTUMN BRILLIANCE' SERVICEBERRY	5 GAL
CD	39	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT'	BLUE MIST SHRUB	5 GAL
CI	35	CERCOCARPUS INTRICATUS	LITTLE LEAF MOUNTAIN MAHOGANY	5 GAL
CB	6	CORNUS SERICEA 'BAILEY'	RED TWIG DOGWOOD	5 GAL
PS2	43	PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	5 GAL
PS1	6	PSYLLIDIA SPINOSA 'MIDNIGHT BERRY'	MIDNIGHT BERRY	5 GAL
RHJ	6	RHUS ARABATICA 'GROLOW'	GROLOW FRAGRANT SUMAC	5 GAL
RG	6	RIBES AUREUM	GOLDEN CURRANT	5 GAL
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AC	12	ARCTOSTAPHYLOS X COLORADOENSIS 'CHIEFTAIN'	MANZANITA	5 GAL
AP	4	ARCTOSTAPHYLOS X COLORADOENSIS 'PANCHITO'	PANCHITO MANZANITA	5 GAL
CSM	22	CYTISUS SCOPARIUS 'MOONLIGHT'	MOONLIGHT BROOM	5 GAL
BUJ	5	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL
PS	8	PINUS MUGO 'SLOMOUND'	MUGO PINE	5 GAL
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT
CK	76	CALAMAGRSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL
BOG	40	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	1 GAL
MG	19	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	1 GAL
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT
	59,034 SF	ENVIROTURF RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	SOD
	884 SF	FIBAR PLAYGROUND MULCH	FIBAR PLAYGROUND MULCH	MULCH
	470 SF	ROCK MULCH GREY, 2" DIA. COBBLE 3" DEPTH, RE: LDISCF NOTES	ROCK MULCH GREY, 2" DIA. COBBLE	MULCH
	680 SF	ROCK MULCH TAN, 2" DIA. COBBLE 3" DEPTH, RE: LDISCF NOTES	ROCK MULCH TAN, 2" DIA. COBBLE	MULCH
	72,373 SF	SEED MIX 1 TOWN OF PARKER - SEED MIX 1, RE: LANDSCAPE NOTES	SEED MIX 1	SEED



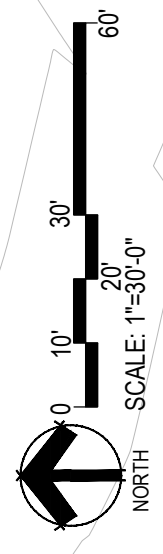
- NOTES:
- LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREE LOCATIONS ARE NOT FINAL. NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
 - SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'.
 - MAILBOX CLUSTER LOCATIONS ARE CONCEPTUAL ONLY. FINAL LOCATIONS TO BE DETERMINED BY POSTMASTER.
 - ALL FENCING TO BE INSTALLED AS PART OF FILING 1 OR 9.





- NOTES:
- LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREES ARE RESPONSIBILITY OF CITY. FINAL AND MAY CHANGE BASED UPON DRIVEWAY LOCATION.
 - NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
 - SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'.
 - MAILBOX CLUSTER LOCATIONS ARE CONCEPTUAL ONLY. FINAL LOCATIONS TO BE DETERMINED BY POSTMASTER.
 - ALL FENCING TO BE INSTALLED AS PART OF FILING 1 OR 9.

KEY MAP



BOTANICAL NAME		COMMON NAME	
RUBUS ILLINOENSIS	RED TWIG DOGWOOD	BLACK-EYED SUSAN	PINCUSHION FLOWER
SCABIOSA CAUCASICA	PERFECTA BLUE		
BOTANICAL NAME		COMMON NAME	
AMELANCHIER ALGIDA	REGENT	SASKATCHEWAN SERVICEBERRY	AMERICAN CRANBERRY
CARYOPTERIS X CLANDONENSIS	DARK KNIGHT	BLUE MIST SHRUB	LITTLE LEAF MOUNTAIN MAHOGANY
CORNUS SERICEA	BAILEY	RED TWIG DOGWOOD	SPREADING COTONEASTER
COTONEASTER DIVARICATUS		ROCKY MOUNTAIN PENSTEMON	ROCKY MOUNTAIN PENSTEMON
POTENTILLA FRUTICOSA	JACKMAN	JACKMAN'S POTENTILLA	PAYNEE BUTTES SAND CHERRY
PRUNUS BESSEYI	PAWNEE BUTTES	PRUNUS ARGENTEA	GRACIOUS SUMAC
PRUNUS ARGENTEA	GROLOW	PRUNUS ARGENTEA	GRACIOUS SUMAC
SAUX PURPUREA	NANA	DWARF ARCTIC WILLOW	
BOTANICAL NAME		COMMON NAME	
ARCTOSTAPHYLOS X COLORADOENSIS	CHIEFTAIN	MANZANITA	MOONLIGHT BROOM
CYTISUS SCOPARIUS	MOONLIGHT	PURPLE-LEAF WINTER CREEPER	BLUE CHIP JUNIPER
EUONYMUS FORTUNEI	COLORATA	HUGHES JUNIPER	BUFFALO JUNIPER
JUNIPERUS HORIZONTALIS	HUGHES	PINUS NUNO	SLOWGROW
PINUS NUNO	SLOWGROW		
BOTANICAL NAME		COMMON NAME	
CALAMAGROSTIS X ACUTIFLORA	KARL FOERSTER	FEATHER REED GRASS	MAIDEN GRASS
MISCANTHUS SINENSIS	GRACILLUMUS	YAKU JIMA DWARF MAIDEN GRASS	BLUE SWITCH GRASS
PANICUM VIRGATUM	HEAVY METAL	HAMELN DWARF FOUNTAIN GRASS	
PENNISETUM ALOPECUROIDES	HAMELN		
BOTANICAL NAME		COMMON NAME	
ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY
BOTANICAL NAME		COMMON NAME	
ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY
BOTANICAL NAME		COMMON NAME	
ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY
BOTANICAL NAME		COMMON NAME	
ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY	ENVIROTURF	RE: LANDSCAPE NOTES/STREETSCAPE ONLY

BOTANICAL NAME		COMMON NAME	
EMERALD QUEEN MAPLE		EMERALD QUEEN MAPLE	
SCHWEDLER MAPLE		SCHWEDLER MAPLE	
GLADISIA TRACANTHOS	IMPERIAL	GLADISIA TRACANTHOS	IMPERIAL
OSTRYA VIRGINIANA		AMERICAN HORNEAM	
QUERCUS BICOLOR		SWAMP WHITE OAK	
TILIA CORDATA	GLENLEVEN	GLENLEVEN LITTLELEAF LINDEN	
BOTANICAL NAME		COMMON NAME	
PINUS FLEXILIS		AUSTRIAN BLACK PINE	
PINUS PONDEROSA		PONDEROSA PINE	
BOTANICAL NAME		COMMON NAME	
ALNUS TENUIFOLIA		THINLEAF ALDER	
MALUS X SPRING SNOW		SPRING SNOW CRAB APPLE	
BOTANICAL NAME		COMMON NAME	
AGASTACHE X CORANADO RED		ANISE HYSSOP	
ECHINACEA PURPUREA		PURPLE CONEFLOWER	

PLANT SCHEDULE 36

LANDSCAPE PLAN-PLANNING AREA 36-A

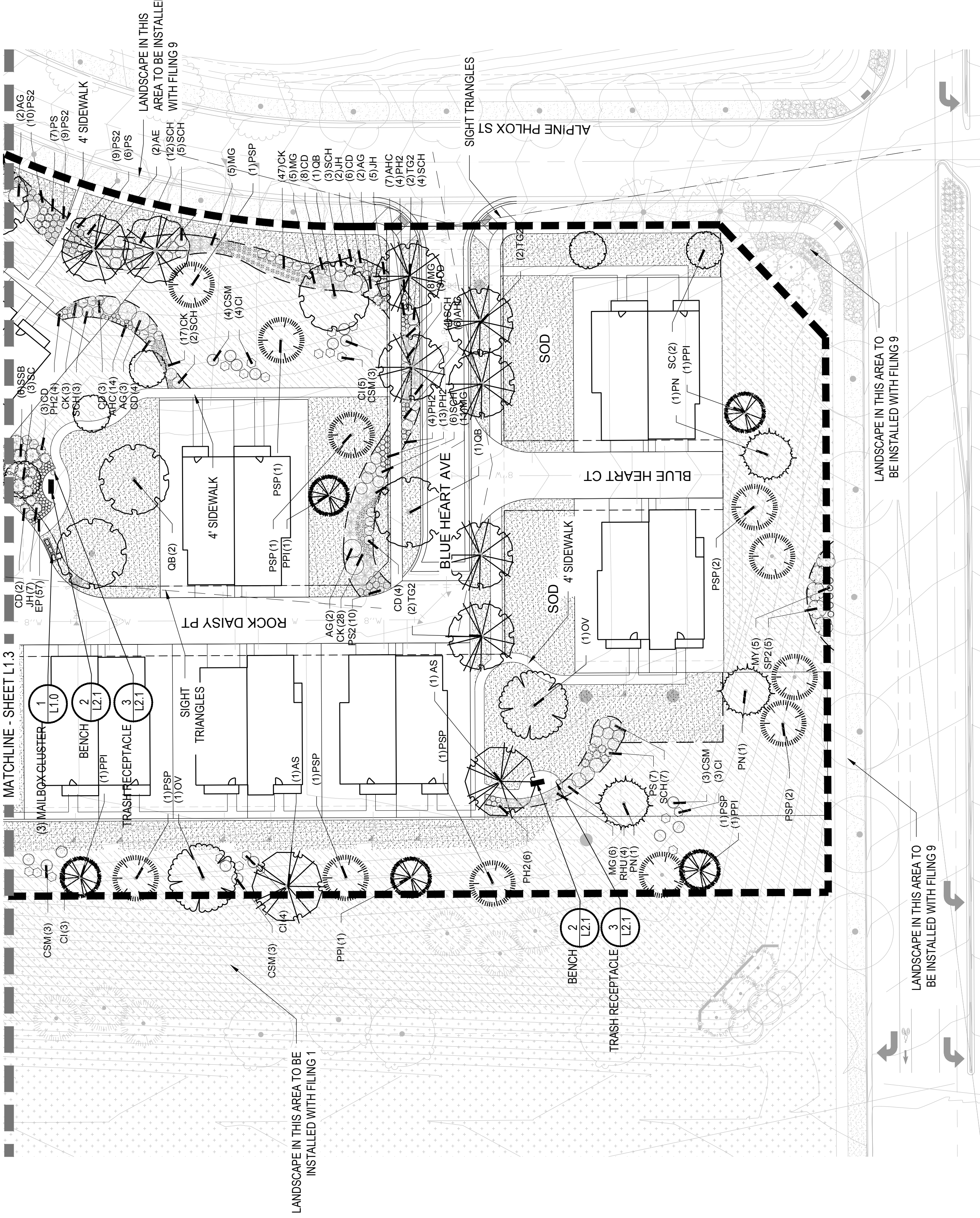
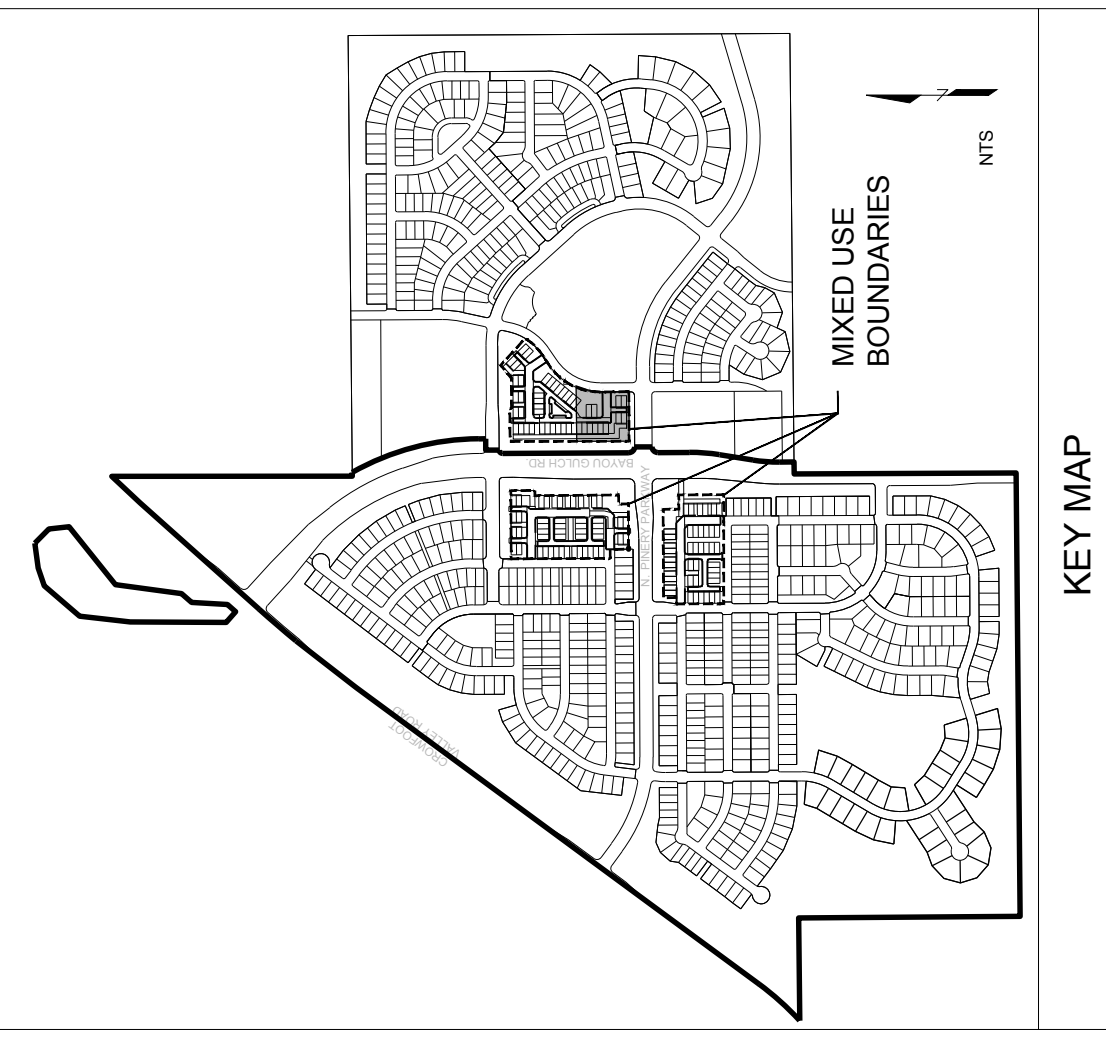
SCALE: 1"=30'-0"

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PLANT SCHEDULE 36

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
AE	4	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	5 GAL
AS	2	ACER PLATANOIDES 'SCHWEDLERI'	SCHWEDLER MAPLE	5 GAL
HAC	8	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" B & B
GI	4	GLEDITSIA TRIACANTHOS 'IMPERIAL'	IMPERIAL HONEYLOCUST	2.5" B & B
OV	2	OSTRYA VIRGINIANA	AMERICAN HORNBEEAM	2.5" B & B
QB	16	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" B & B
TG2	12	TILIA CORDATA 'GLENLEVEN'	GLENLEVEN LITTLELEAF LINDEN	2.5" B & B
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
FSP	19	PINUS FLEXILIS	COMMON NAME	5 GAL
PN	10	PINUS NIGRA	AUSTRIAN BLACK PINE	6"-8" B & B
PP1	20	PINUS PONDEROSA	PONDEROSA PINE	6"-8" B & B
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT
AT	3	ALNUS TENUIFOLIA	THINLEAF ALDER	5 GAL
SC	13	MALUS X 'SPRING SNOW'	SPRING SNOW CRAB APPLE	2" C. B & B
ANNUAL/PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AHC	53	AGASTACHE X 'CORANADO RED'	ANISE HYSSOP	1 GAL
EP	153	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL
BES	25	RUDBECKIA FULGIDA SULLIVANTII 'GOLDSTURM'	BLACK-EYED SUSAN	1 GAL
SP	43	SCABIOSA CAUCASICA 'PERFECTA BLUE'	PINCUSHION FLOWER	1 GAL
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
SSB	13	AMELANCHIER ALNIFOLIA 'REGENT'	SASKATOON SERVICEBERRY	5 GAL
AG	29	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	5 GAL
CI	73	CERCOCARPUS FRIEDLANDII 'DARK KNIGHT'	DARK KNIGHT CERCOCARPUS	5 GAL
CB	83	CERCOCARPUS INTRICATUS	LITTLE LEAF MOUNTAIN MAHOGANY	5 GAL
CD	11	CORNUS SERICEA 'BAILEY'	RED TWIG DOGWOOD	5 GAL
CD2	6	COTONEASTER DIVARICATUS	SPREADING COTONEASTER	5 GAL
CH	21	COTONEASTER HORIZONTALIS	ROCK COTONEASTER	5 GAL
PS2	73	PENSTEMON STRICTUS	PENSTEMON	5 GAL
PJ	5	POTENTILLA FRUTICOSA 'JACKMANI'	JACKMAN'S POTENTILLA	5 GAL
SCH	51	PRUNUS BESSEY 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	5 GAL
RHU	14	PRUNUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL
SP2	5	PRUNUS TRILOBATA	THREE LEAF SUMAC	5 GAL
SP2	5	SALIX PURPUREA 'NANA'	DWARF ARCTIC WILLOW	5 GAL
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
AC	3	ARCTOSTAPHYLOS X COLORADOENSIS 'CHIEFTAIN'	MANZANITA	5 GAL
CSM	69	CYTISUS SCOPARIUS 'MOONLIGHT'	MOONLIGHT BROOM	5 GAL
EC	33	EUNYMIUS FORTUNEI 'COLORATA'	PURPLE LEAF WINTER CREEPER	5 GAL
JB	14	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	5 GAL
JH	18	JUNIPERUS HORIZONTALIS 'HUGHES'	HUGHES JUNIPER	5 GAL
BUJ	23	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	5 GAL
PS	50	PINUS WUGO 'SLOWMOUND'	WUGO PINE	5 GAL
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT
CK	191	GALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL
MG	89	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	1 GAL
MY	5	MISCANTHUS SINENSIS 'YAKU JIMA'	YAKU JIMA DWARF MAIDEN GRASS	1 GAL
PH	14	PANICUM VIRGATUM 'HEAVY METAL'	BLUE SWITCH GRASS	1 GAL
PH2	31	PENNISETUM ALOPECUROIDES 'HAAMELN'	HAAMELN DWARF FOUNTAIN GRASS	5 GAL
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT
ENVIROTURF	48,482 SF	ENVIROTURF	ENVIROTURF	SOD
RE: LANDSCAPE NOTES/STREETSCAPE ONLY				
ROCK MULCH GREY, 2" DIA. COBBLE	11,075 SF	3" DEPTH, RE: LDSCP NOTES	ROCK MULCH GREY, 2" DIA. COBBLE	MULCH
ROCK MULCH TAN, 2" DIA. COBBLE	2,194 SF	3" DEPTH, RE: LDSCP NOTES	ROCK MULCH TAN, 2" DIA. COBBLE	MULCH
SEED MIX 1	144,525 SF	TOWN OF PARKER - SEED MIX 1, RE: LANDSCAPE NOTES	SEED MIX 1	SEED

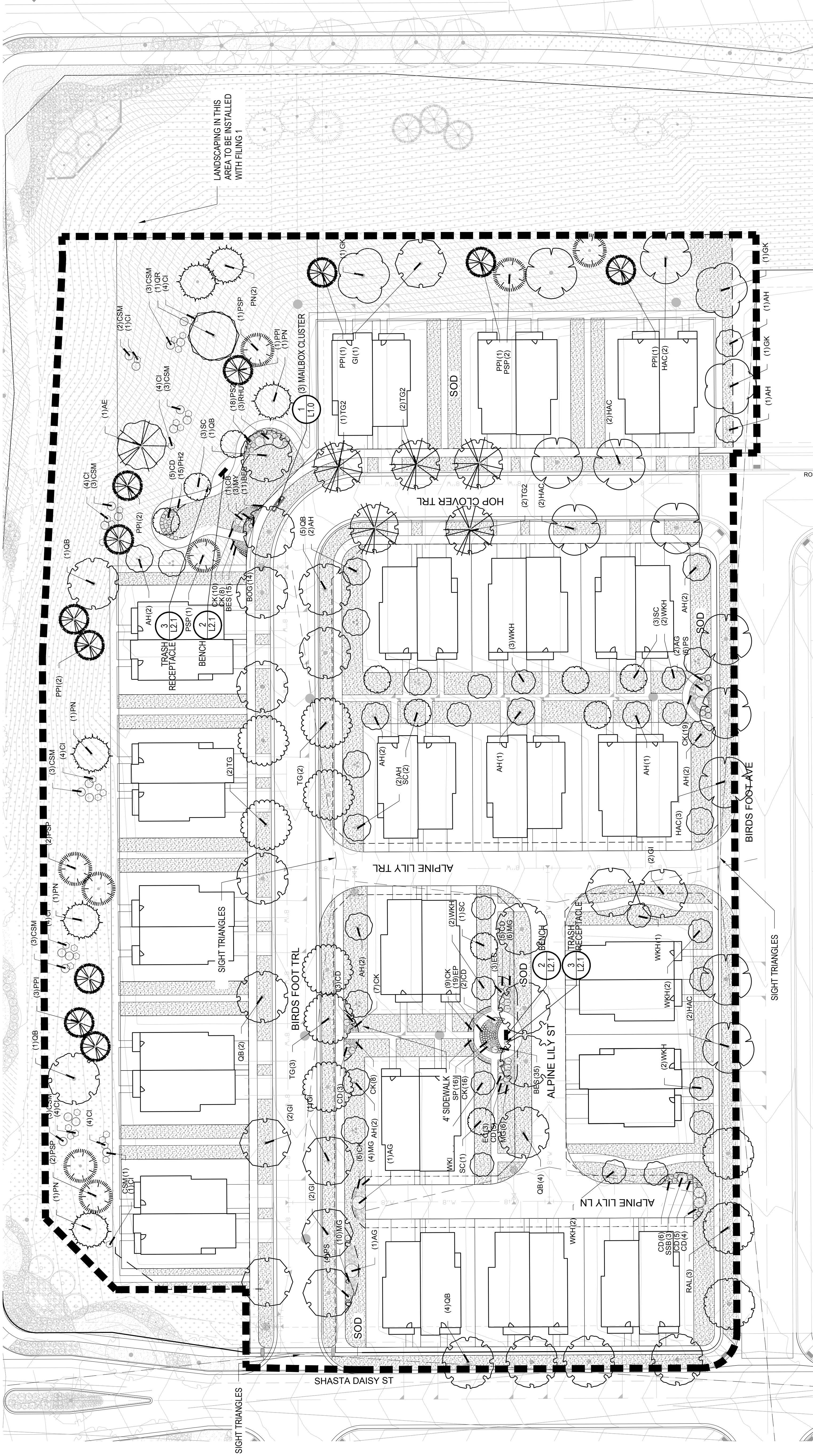
- NOTES:
- LANDSCAPE MATERIAL AND TREES IN TREE LAWNS ADJACENT TO LOTS ARE RESPONSIBILITY OF HOME BUILDER. STREET TREE LOCATIONS ARE NOT FINAL AND MAY CHANGE BASED UPON DRIVEWAY LOCATION.
 - NO FENCES OR STRUCTURES WILL BE ALLOWED WITHIN SIGHT TRIANGLES.
 - SHRUBS & PERENNIALS WITHIN SIGHT TRIANGLES WILL BE NO HIGHER THAN 2'.
 - LANDSCAPE MATERIALS ARE CONCEPTUAL ONLY. FINAL LOCATIONS TO BE DETERMINED BY POSTMASTER.
 - ALL FENCING TO BE INSTALLED AS PART OF FILING 1 OR 9.



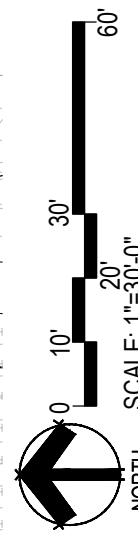
PLANT SCHEDULE PA 43

DECIDUOUS TREES		QTY	BOTANICAL NAME	COMMON NAME	AG
AE	ACER PLATANOIDES 'EMERALD QUEEN'	11		EMERALD QUEEN MAPLE	CD
GL	GLADIOLUS 'IMPERIAL'	11		IMPERIAL GLADIOLUS	CD
GK	GLADIOLUS 'IMPERIAL'	3		IMPERIAL GLADIOLUS	CD
QB	QUERCUS BICOLOR	18		KENTUCKY COFFEE TREE	PH2
QR	QUERCUS RUBRA	1		SWAMP WHITE OAK	PH2
RAL	REDMOND AMERICAN LINDEN	3		RED OAK	PH2
TG2	GLENLEVEN LITTLELEAF LINDEN	5		REDMOND AMERICAN LINDEN	PH2
TG	TILIA CORDATA 'GREENSPIRE'	7		GREENSPIRE LITTLELEAF LINDEN	PH2
EVERGREEN TREES		QTY			
ESP	EUONYMUS FORTUNEI 'COLORATA'	9		MOONLIGHT BROOM	CSM
PN	PIRUS LEKINS	6		PURPLE-LEAF WINTER GREENER	CSM
PPI	PINUS PONDEROSA	11		MUGO PINE	PS
ORNAMENTAL TREES		QTY			
AH	ACER TATARICUM 'HOT WINGS'	20		HOT WINGS TATARIAN MAPLE	CK
WKH	CRATAEGUS VIRIDIS 'WINTER KING'	16		'WINTER KING' HAWTHORN	BGG
SC	MALUS X 'SPRING SNOW'	10		SPRING SNOW CRAB APPLE	MG
ANNUAL/PERENNIALS		QTY			
EP	ECHINACEA PURPUREA	19		PURPLE CONEFLOWER	MY
BES	RUBRICKA FULGIDA SULLIVANTII 'GOLDSTURM'	81		BLACK-EYED SUSAN	PH2
SP	SCABIOSA CAUCASICA 'PERFECTA BLUE'	16		PINCUSHION FLOWER	PH2
DECIDUOUS SHRUBS		QTY			
SSB	AMELANCHIER ALNIFOLIA 'REGENT'	3		SASKATOON SERVICEBERRY	PH2

4	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	'AUTUMN BRILLIANCE' SERVICEBERRY	435 SF	ROCK MULCH TAN, 2" DIA. COBE	ROCK MULCH TAN, 2" DIA. COBE
38	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT'	BLUE MIST SHRUB		3" DEPTH, RE: LDCSP NOTES	
30	CERCOCARPUS LINTRICATUS	LITTLE LEAF MAHOGAN			
16	CORNUS SERICEA 'BALEYI'	RED TWIG DOGWOOD			
16	PHILLYREA CORNUTICA	WINTER GEM			
3	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	27,080 SF	SEED MIX 1	SEED MIX 1
EVERGREEN SHRUBS		QTY		TOWN OF PARKER - SEED MIX 1	RE: LANDSCAPE NOTES
21	CYTISUS SCOPARIUS 'MOONLIGHT'	COMMON NAME			
6	EUONYMUS FORTUNEI 'COLORATA'	MOONLIGHT BROOM			
10	PINUS MUGO 'SLOWMOUND'	PURPLE-LEAF WINTER GREENER			
ORNAMENTAL GRASSES		QTY			
92	CALLISTROPHIS SENRIERENSIS	BLUET REED GRASS			
24	MISCANTHUS SINENSIS 'YAKU JIMA'	YAKU JIMA DWARF MAIDEN GRASS			
28	MISCANTHUS SINENSIS 'YAKU JIMA'	YAKU JIMA DWARF MAIDEN GRASS			
3	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS			
15					
GROUND COVERS		QTY			
45,677 SF	ENVIRONMENTAL NOTES/STREETSCAPE ONLY				
2,037 SF	ROCK MULCH GREY, 2" DIA. COBBLE				
	3" DEPTH, RE: LDCSP NOTES				



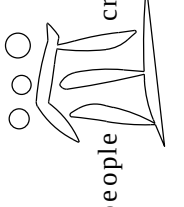
1 LANDSCAPE PLAN-PLANNING AREA 43



■ Prepared For ■

ESX MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■


people
creating spaces

■ Engineering ■


CVL
CONSULTANTS
10333 E. DRY CREEK RD. # 240
ENGLEWOOD, CO 80112
720-482-9526

■ Sheet Name ■

LANDSCAPE PLAN

■ Sheet Number ■

L1.5

TRAILS AT CROWFOOT AMENDMENT NO. 1

PRELIMINARY LANDSCAPE PLANS

PARKER, COLORADO

NOT FOR CONSTRUCTION

PRELIMINARY PLANS ONLY

Drawn by: JMM, BEM, GS

Checked by: PCS STAFF

Submittal

Date: 10-18-2017

11-24-2018

04-30-2018

05-25-2018

Know what's below.

Call before you dig.

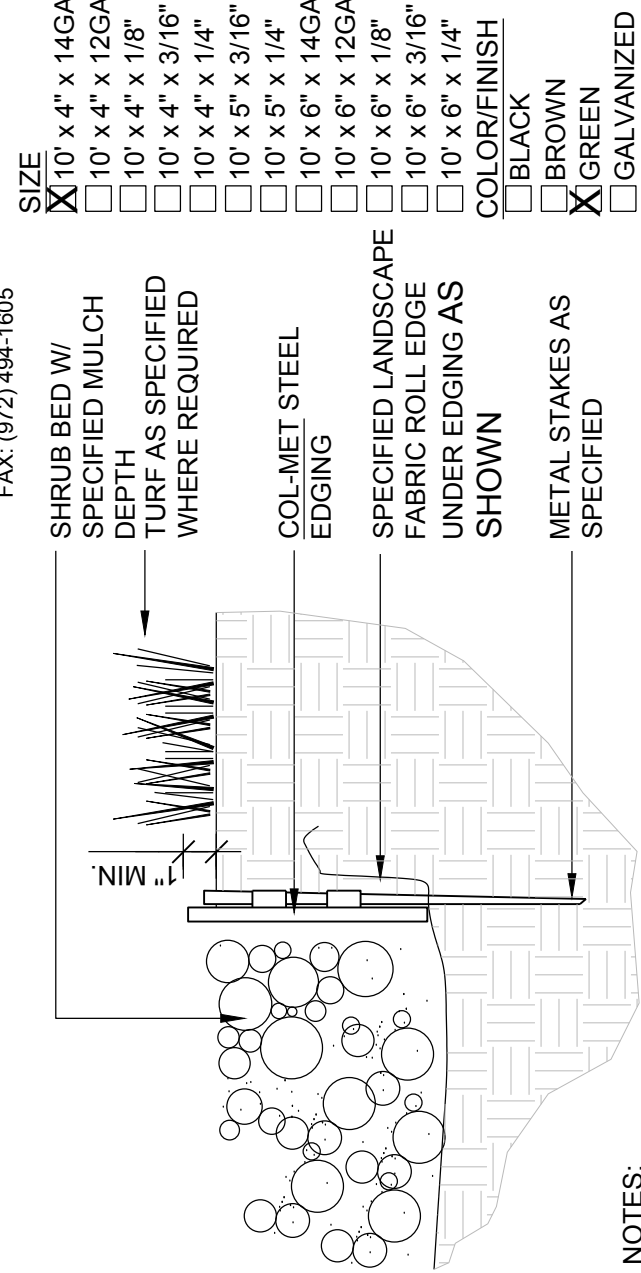
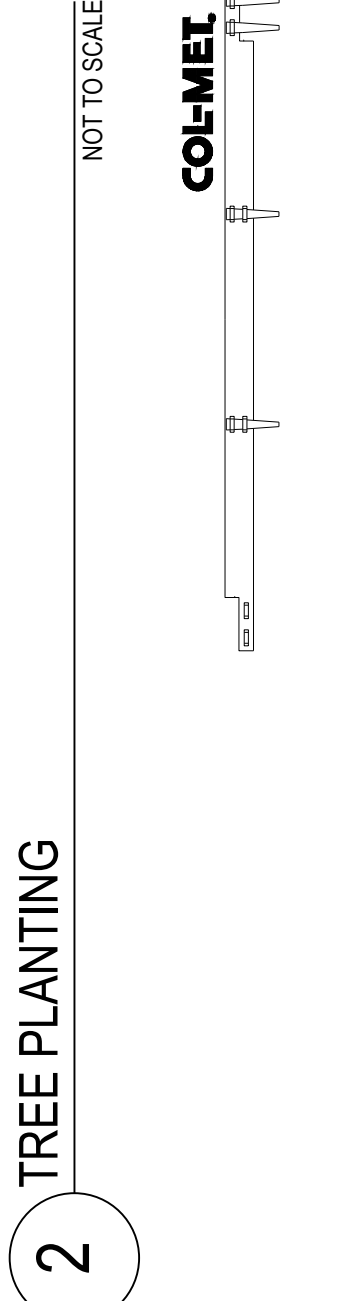
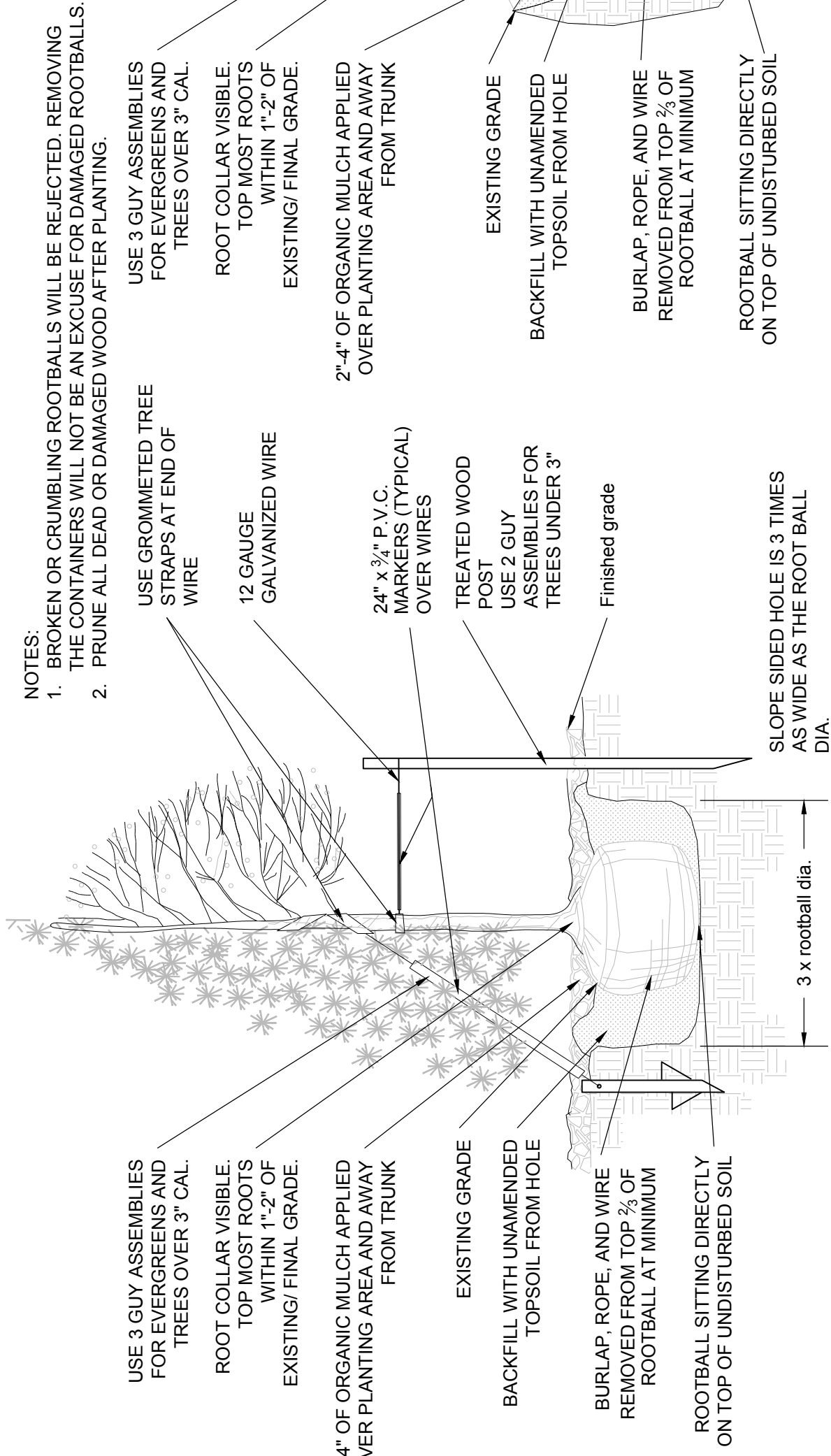
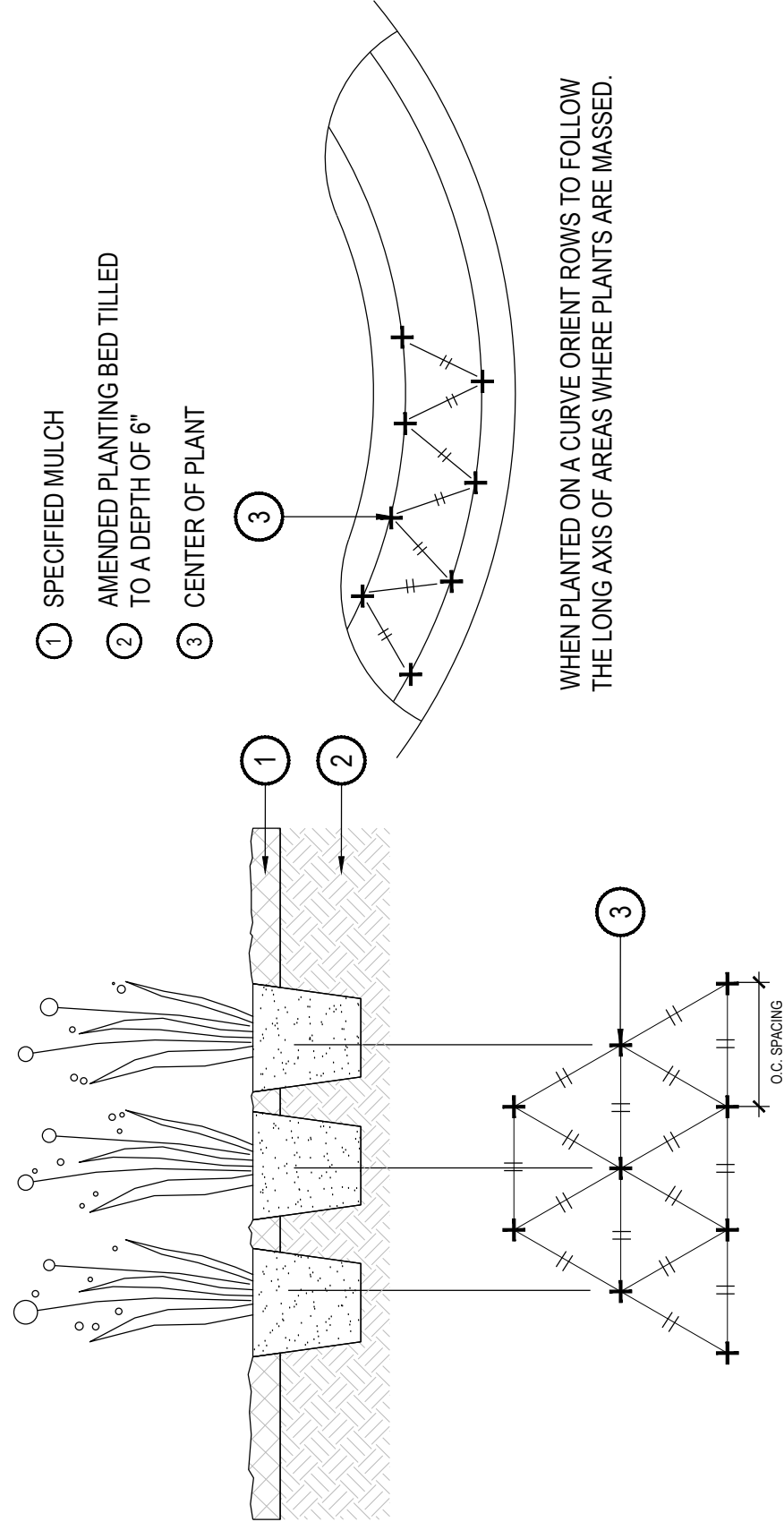
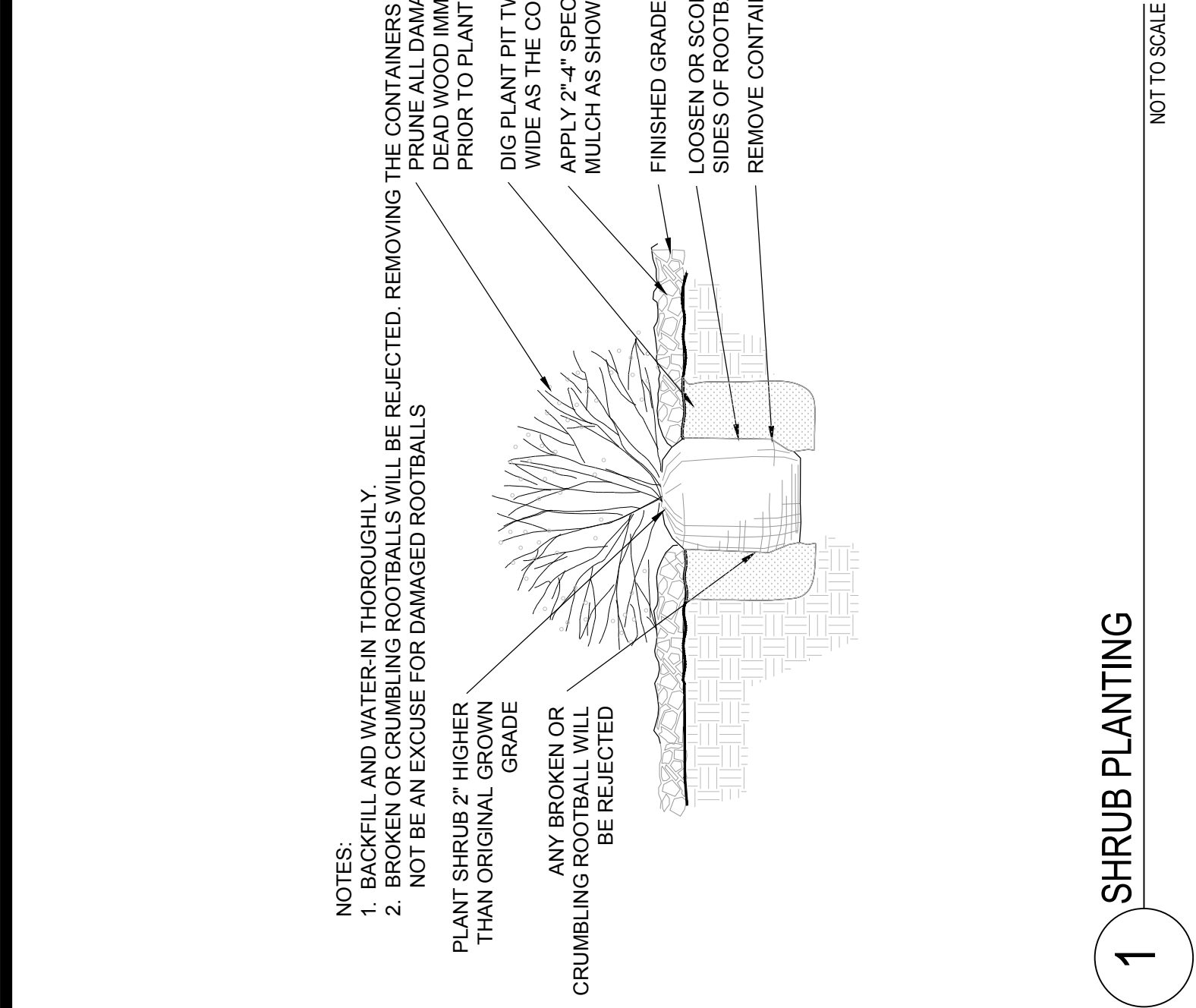
811

■ Sheet Name ■

LANDSCAPE PLAN

■ Sheet Number ■

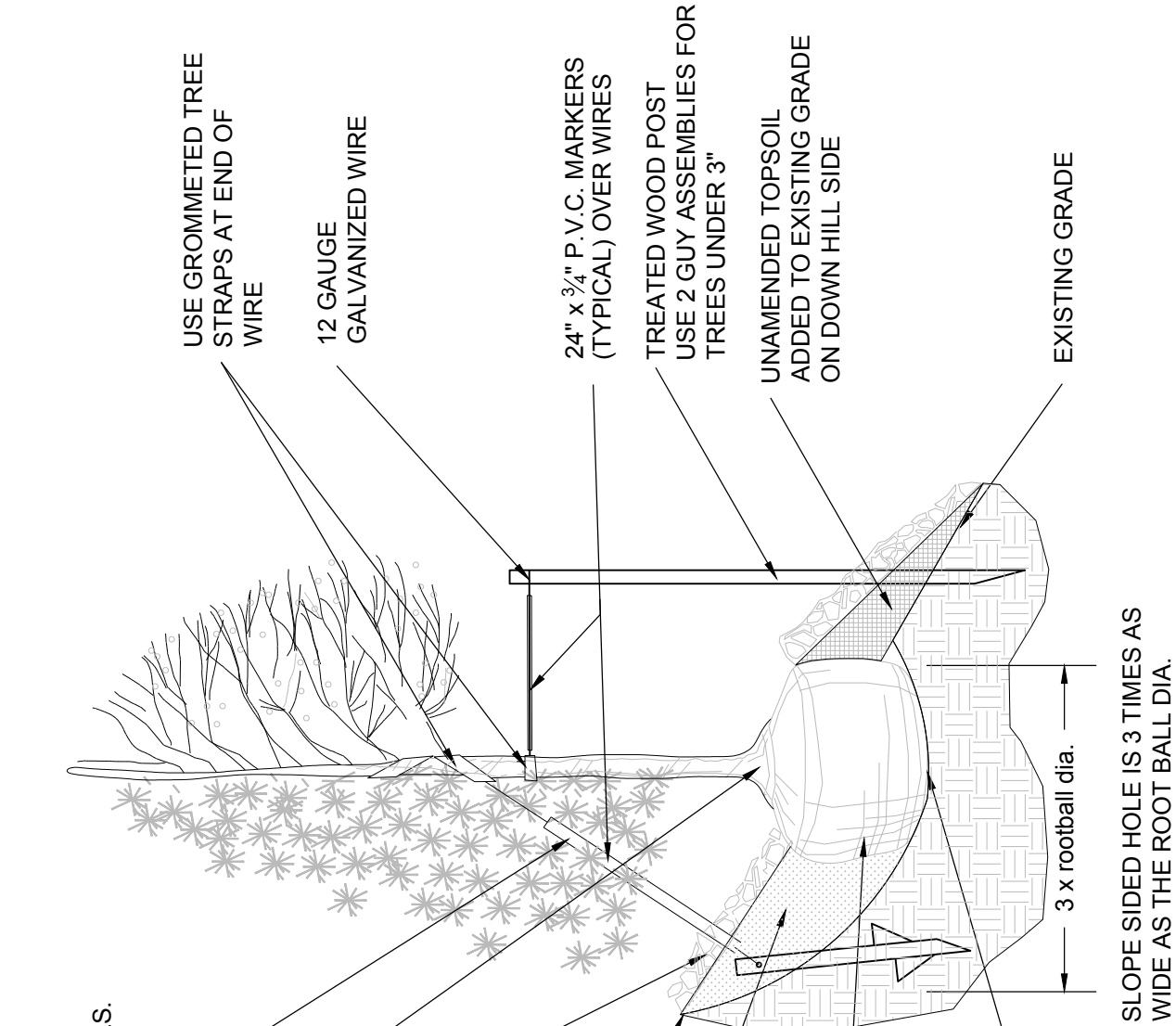
L1.5



- NOTES:
1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
 2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
 3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 4. FOR PRODUCT ORDERING, DIVIDE NUMBER OF FEET NEEDED BY 9.33 TO OBTAIN THE NUMBER OF 10' PIECES NEEDED.

4 STEEL EDGER

NOT TO SCALE

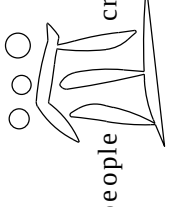


- NOTES:
1. ALL WORK TO BE DONE AT TIME OF PLANTING.
 2. PEEL BACK ONLY TOP OF BURLAP REQUIRED TO PERFORM WORK. REPLACE BURLAP BEFORE MOVING TREE INTO PLANTING PIT. DO NOT REMOVE WIRE BASKET UNTIL INSIDE PLANTING PIT.
 3. MEASURE NEW HEIGHT OF ROOTBALL AND DIG PLANTING PIT SO FINAL TOP ROOTBALL GRADE IS 3" ABOVE FINAL GRADE SURROUNDING BALL.
 4. EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE ROOTBALL. EXCAVATIONS TO BE 12" DEEPER THAN THE ROOTBALL. THE ROOTBALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT BOTTOM OF PLANTING HOLES. BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSEND AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOTBALL. BACKFILL SHALL CONSIST OF EXISTING SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
 5. TREES SHALL BE PLANTED WITH THE ROOT COLLAR ARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL FINISHED GRADE MEASURED 3" TO 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
 6. WHEN ROOT BALL WILL REMAIN INTACT CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS. AWAY FROM TRUNK. BACKFILL WITH UNAMENDED TOPSOIL FROM HOLE. BACKFILLING SHALL BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
 9. TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS. EXCEPT IN LATE FALL PLANTING SITUATIONS AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
 10. RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOT BALL AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

■ Prepared For ■

ESX MANAGEMENT
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112

■ Land Planning ■



people
creating spaces

P.O. BOX 1000, www.esxgroup.co.com
10000 E. Hampden Ave., Suite 1000
1007 16th Street, Denver CO 80202
1.303.531.4965, 1.303.531.4968

■ Engineering ■



CVL
CONSULTANTS

10333 E. DRY CREEK RD. # 240
ENGLEWOOD, CO 80112
720-492-9526

TRAILS AT CROWFOOT AMENDMENT NO. 1

PRELIMINARY LANDSCAPE PLANS

PARKER, COLORADO



Drawn by: JMM, BEM, GS

Checked by: PCS STAFF

Submittal

Date: 10.18.2017

11.24.2018

04.30.2018

05.25.2018

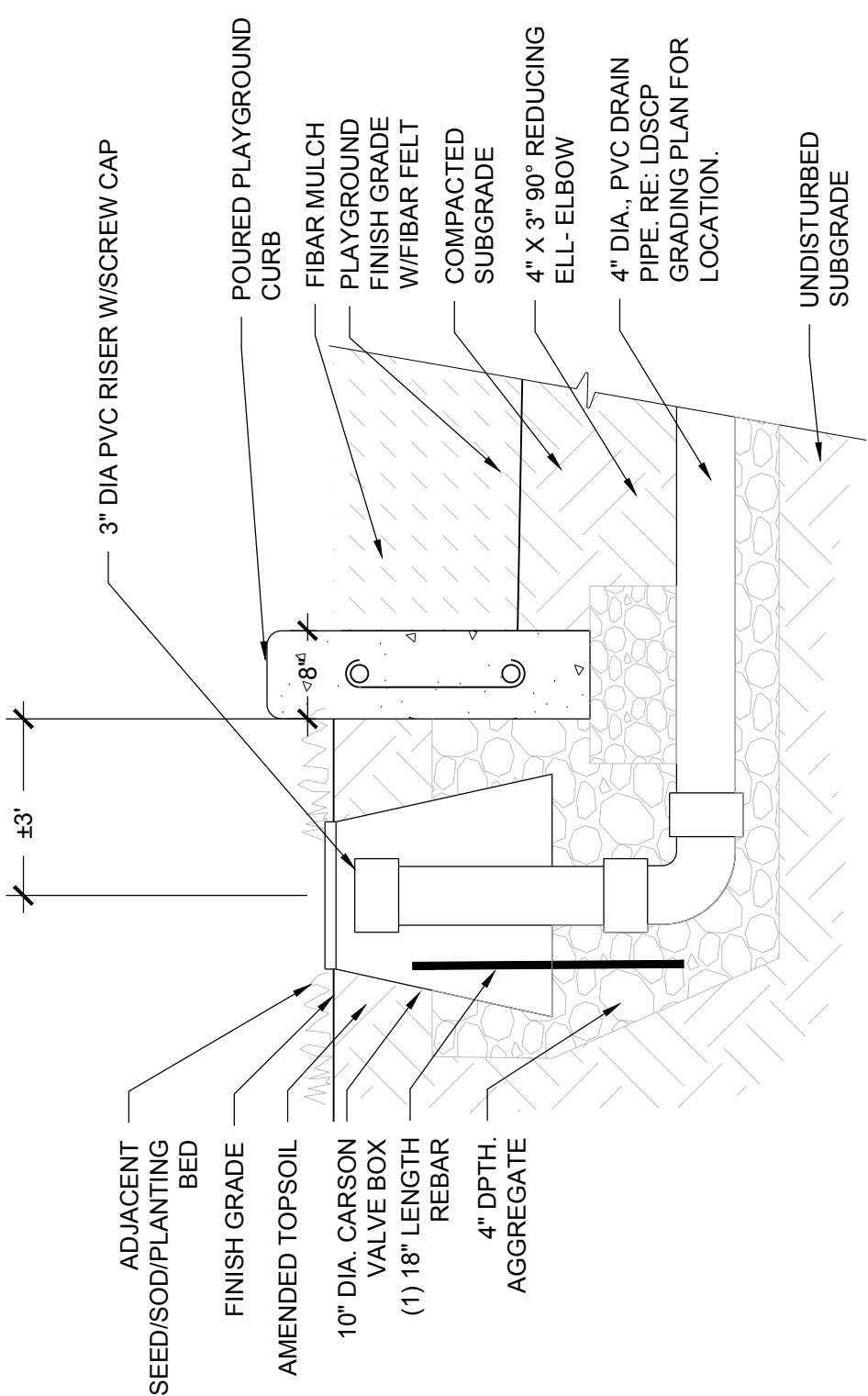
Know what's below.
Call before you dig.



■ Sheet Name ■
SITE & LANDSCAPE
DETAILS

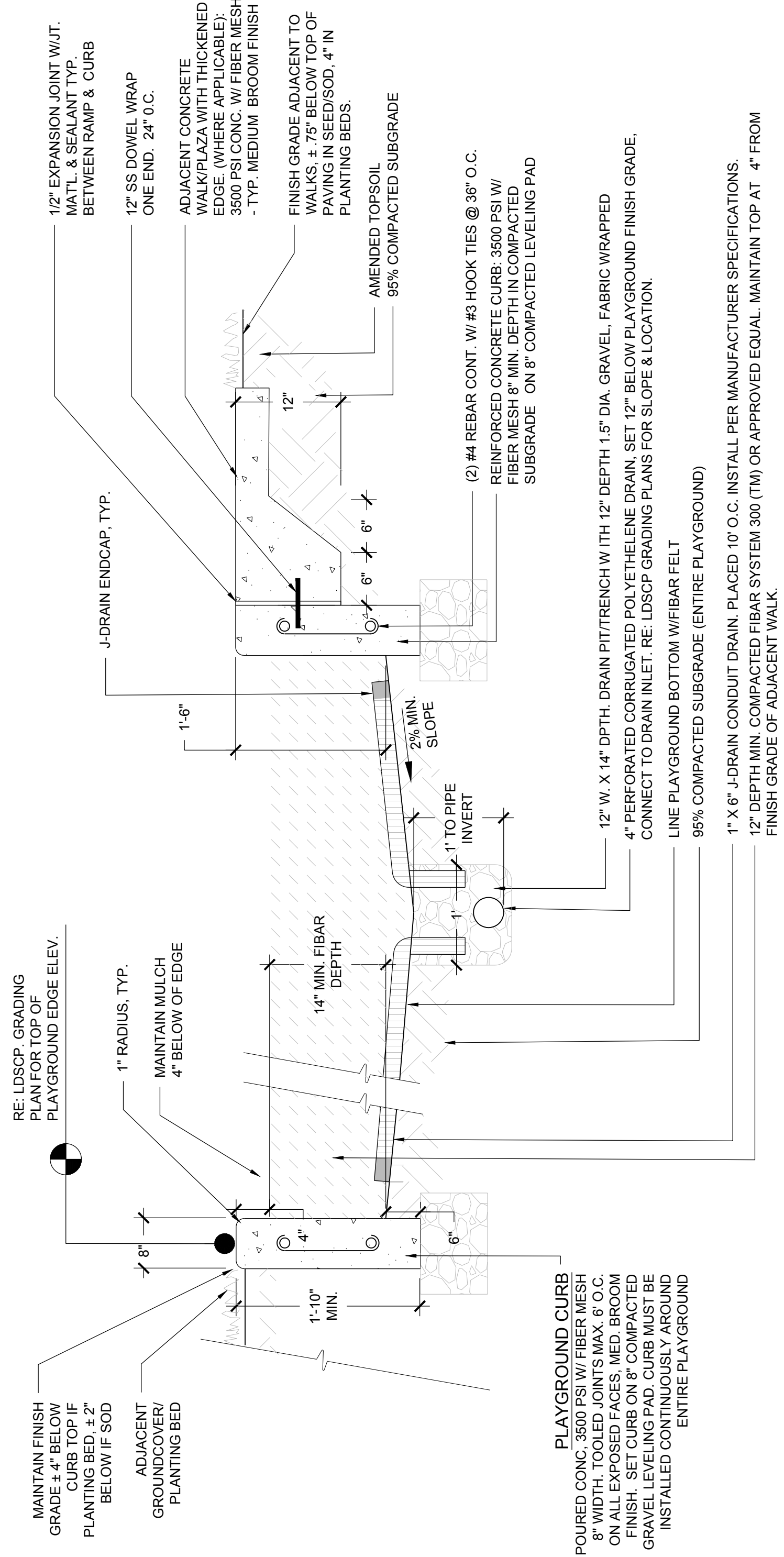
■ Sheet Number ■
L2.0

Y:\HSS RANCH\LANDSCAPE ARCHITECTURE\CURRENT DWGS\HSS-LDSCP PLANS - PRELIM MIXED USE.DWG
Wednesday, October 11, 2017



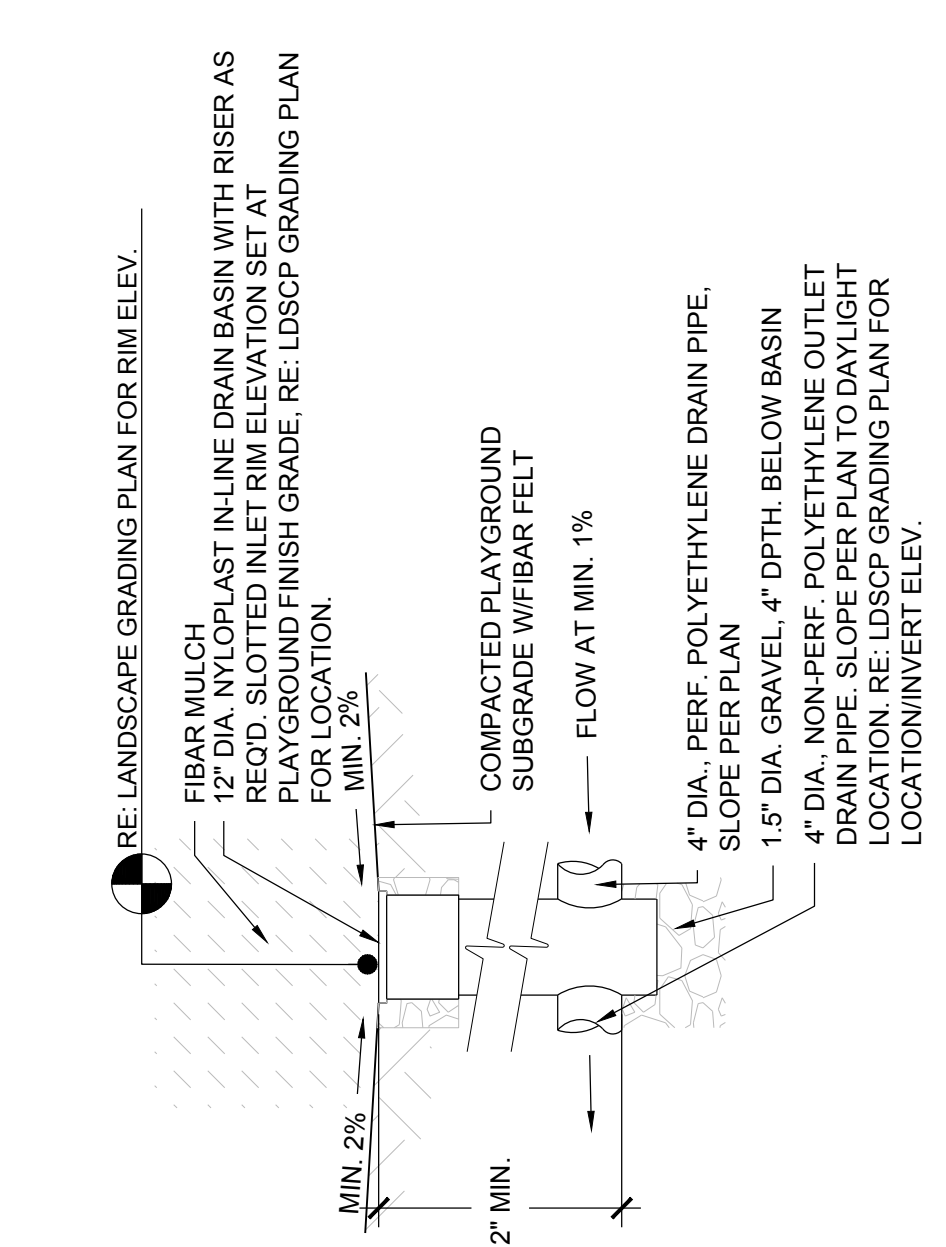
1 DRAIN CLEAN-OUT

NOT TO SCALE



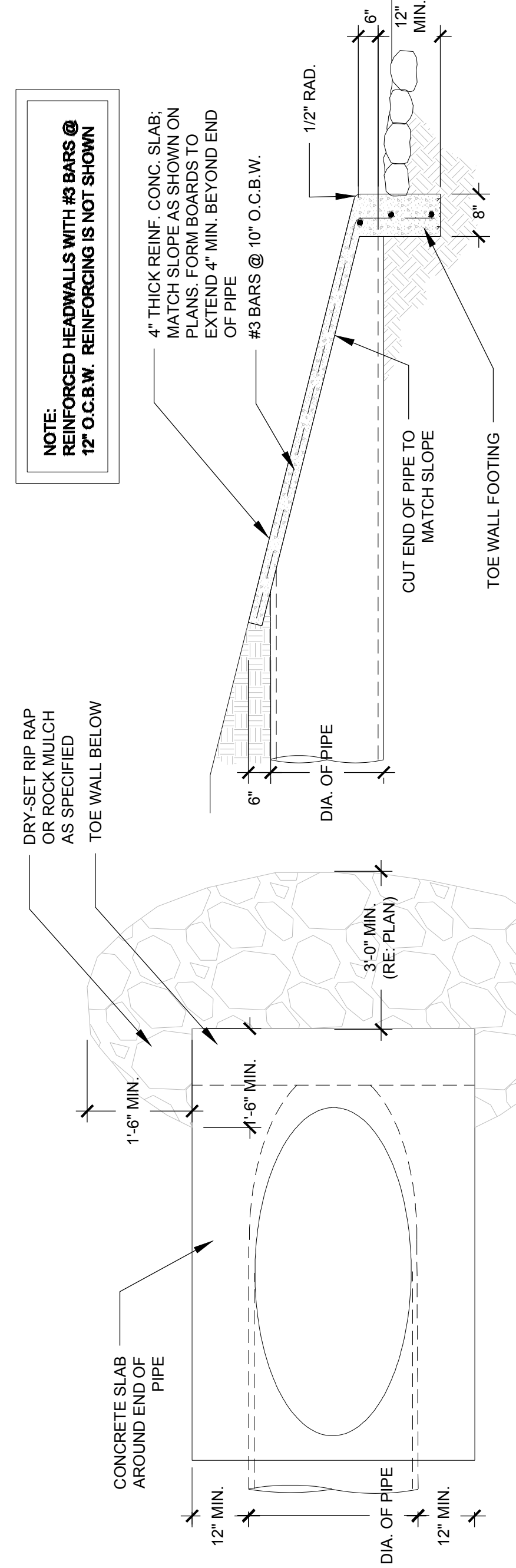
2 PLAYGROUND DRAIN

NOT TO SCALE



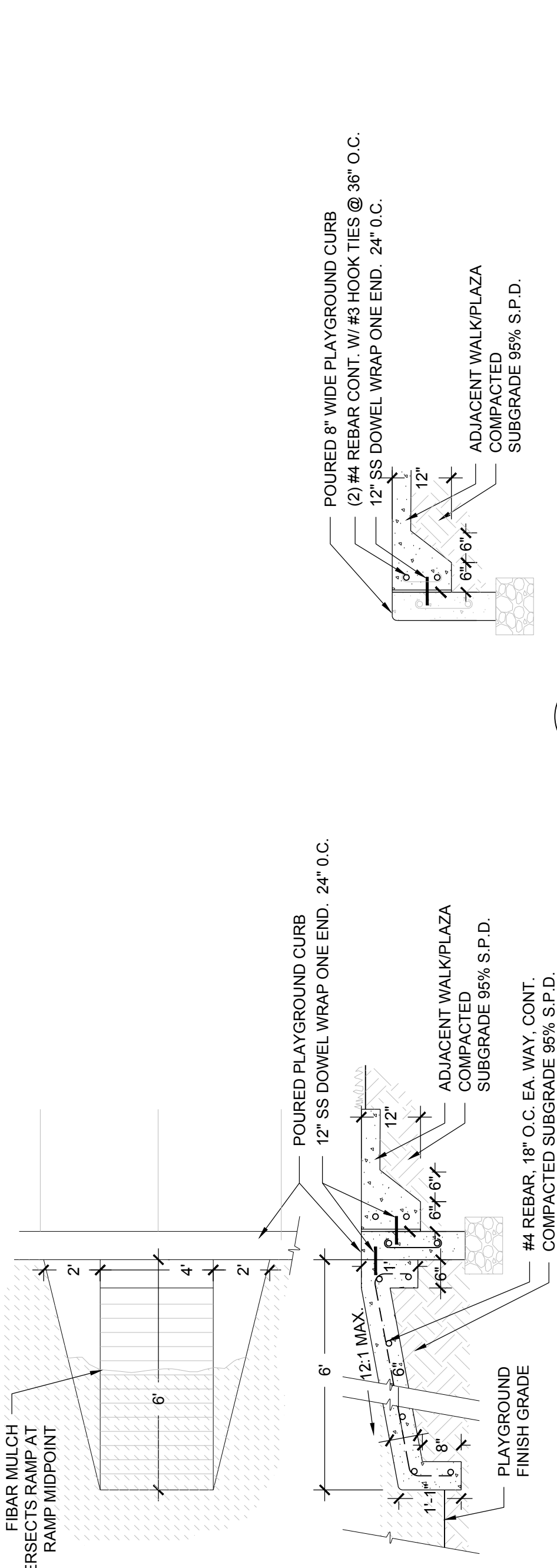
3 ADA PLAYGROUND RAMP

NOT TO SCALE



4 PLAYGROUND CURB

NOT TO SCALE



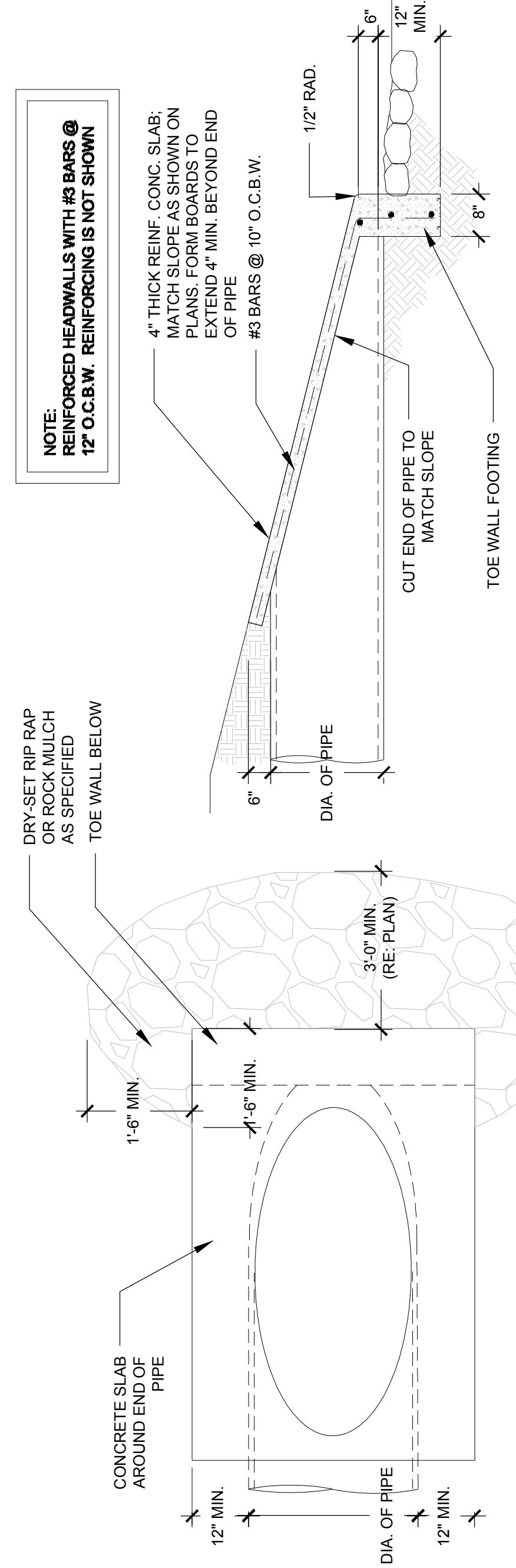
5 PLAYGROUND, CURB, SURFACE & DRAINAGE

NOT TO SCALE

PLAN VIEW END OF DRAIN PIPE

6 PLAYGROUND DAYLIGHTING

NOT TO SCALE



END TREATMENT OF PIPE

REFERRAL AGENCY COMMENTS

AZTEC CONSULTANTS

Edit Review

SUB17-057

Review Type

AzTec Consultants, Inc. 10

Reviewer

Dean Cates

Date Sent

5/3/2018

Today

Date Due

5/17/2018

Today

Status

NO COMMENT

Remarks

Date Returned

5/14/2018

Today

Add to Timesheet

Add Standard Notes

TOWN OF PARKER BUILDING

REVIEWS

Randy Sale

**Building
20**

All lot specific permit applications will be verified for setbacks, utility easement encroachments and conformance to the residential design minimum requirements (the Matrix).

All master plan reviews will be based off the 2015 IRC if submitted prior to December 31, 2018. As of January 1, 2018 the all electrical will need to meet the 2017 NEC requirements. A pre-building plan submittal meeting may be scheduled with the building division but only after the first round of site plan application comments have been issued. Possible Fire Suppression and Alarm requirements may exist which can also be discussed at the pre-building application meeting. A SFD permit per unit will be required (2 per lot).

For this application SUB17-057 building has no outstanding comments.

11/17/2017 12:04:53 PM

CENTURYLINK COMMUNITICATIONS

[Edit Review](#)

SUB17-057

Review Type

CenturyLink Communications 20

Reviewer

Dustin Pulciani

Date Sent

11/13/2017

Today

Date Due

12/12/2017

Today

Status

NO COMMENT

Remarks

Date Returned

12/12/2017

Today

Add to Timesheet

+

Add Standard Notes

CHERRY CREEK BASIN WATER QUALITY AUTHORITY

Jim Swanson

Cherry Creek Basin Water Quality Authority 20

No exceptions taken to this preliminary plan as submitted.

11/16/2017 8:15:12 AM

COMCAST

No comments submitted

TOWN OF PARKER COMPREHENSIVE DEVELOPMENT

SUB17-057

Review Type: **Comprehensive Planning 20**

Reviewer: **Bryce Matthews**

Date Sent: **11/13/2017** Today

Date Due: **12/12/2017** Today

Status: **NO COMMENT**

Remarks:

Date Returned: **12/18/2017** Today

Add to Timesheet:

Add Standard Notes

DOUGLAS COUNTY ASSESSORS OFFICE

REVIEWS

Marian Woodward

**Douglas County Assessor's
Office 20**

We will wait to provide comments when the final plat comes through for review.

12/11/2017 10:49:31 AM

DOUGLAS COUNTY PLANNING AND ENGINEERING

See attached letter

Project Name: Trails at Crowfoot Mixed Use Preliminary Plan

Project Number: SUB17-057

Date Received: 11/13/2017

Jurisdiction: Town of Parker

Due Date: 12/12/2017

Addressing Comments:

Preliminary address maps are attached for the 3 areas.

Engineering Comments:

No comment

Planner Comments:

Thank you for providing the opportunity for Douglas County Community Development to provide comment. Douglas County Planning Services has reviewed the project for consistency with the Town of Parker and Douglas County Intergovernmental Agreement (IGA) and Comprehensive Development Plan. The proposal is within Region1 of the Town Urban Growth Area and is required to comply with Section 5.0 of the IGA. Following review of the development requirements within Section 5.1, the proposal appears compliant with the IGA requirements for development within the Urban Growth Area adjacent to a Community Separation Buffer Area.

DOUGLAS COUNTY SCHOOL DISTRICT

See attached letter



January 31, 2018

Stacey Nerger
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

RE: Trails at Crowfoot Mixed Use Preliminary Plan, Project No. SUB17-057

Dear Ms. Nerger;

On behalf of Douglas County School District (DCSD), we have a couple comments regarding this application that we would like to resolve prior to approval. This letter comments on the referral response letter from Brian Wilson with CVL Consultants of Colorado, Inc. dated December 15, 2017. In that letter, Mr. Wilson states that "All obligations due DCSD from this project have been satisfied."

With a commitment to dedicate 10.753-acres for elementary school land, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess PD, DCSD requests cash-in-lieu for the additional 4- acres requested beyond the 20-acres to be provided.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "a cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser." DCSD would like a complimentary copy of the appraisal prepared. We would ask that the fee be paid at the time of final plat.

Additionally, with Hess PD 1st Amendment, DCSD asked for a voluntary mid-range contribution of \$1952 per residential unit towards the Capital Mitigation component. The Town of Parker determined that the annexation agreement could not add new exactions. New schools will be needed to serve this area.

We would like to have confirmation of concurrence with these commitments for the application to move forward. Once we receive that confirmation, DCSD supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC

A handwritten signature in dark ink, appearing to read "Steve Ormiston". The signature is written in a cursive, flowing style.

Steve Ormiston
Consultant to DCSD

FIRE LIFE SAFETY

Edit Review

SUB17-057

Review Type **FIRE LIFE SAFETY 15**

Reviewer **Randy Capra** ▼

Date Sent **1/29/2018**  Today

Date Due **2/20/2018**  Today

Status **APPROVED** ▼

Remarks

Date Returned **2/9/2018**  Today

Add to Timesheet

 **Add Standard Notes**

IREA

Stacey and Brian

Attached is IREA's markup of the easement requirements. What we received previously has been misleading of the location of the UE and PWSD easements. Our facilities will need to be outside of roadways, therefore the markup addresses IREA location of facilities by showing the difference between primary facilities/transformer locations and secondary facilities/metering locations.

Respectfully

Brooks Kaufman

Lands and Rights of Way Director

5496 N. US Hwy 85

Sedalia, CO 80135

Direct : 720.733.5493

Cell : 303.912.0765

bkaufman@irea.coop



PARKER WATER AND SANITATION DISTRICT

REVIEWS

Drayton Sanderson

**Parker Water
and Sanitation
District 15**

Preliminary Plans have been reviewed these are some of the items that will be needed on site plan submittal.

These Plans do not follow PWSD specifications and are missing multiple items required to do a proper review. Please call out proposed PWSD easements, Fire hydrants, gate valves on the overall utility plans, and follow all requirements in the attached PWSD plan requirement checklist. Once plans include all required items PWSD will review the Site Plan and Final Plat plans. Please refer to the PWSD specification book found on PWSD.org for further requirements.

2/15/2018 3:10:09 PM

TOWN OF PARKER ENGINEERING

Tyler Sandt		CONSTRUCTION PLANS - CIVIL
A comprehensive review of these plans will be conducted at final plat stage.		
5/16/2018 2:18:02 PM		
REVIEWS		
Kurt Patrick		CONSTRUCTION PLANS - ENVIRONMENTAL
CBMP plan will be reviewed with the final plat submittal.		
5/17/2018 1:27:05 PM		

PUBLIC SERVICE COMPANY (XCEL)

REVIEWS

Donna George

**Public
Service
Compan
y of
Colorad
o 20**

The property owner/developer/contractor must complete the application process for any new natural gas service via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

11/17/2017 7:40:15 AM



Request for Town Council Action

Date: July 2, 2018

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **CORPORATE PARK AT STONEGATE - Rezoning**

Applicant: Zak Kessler, Woodspear Properties

Location: North of E-470, south of Parkerhouse Road and west of Jordan Road

Department: Community Development, Stacey Nerger

TRAKiT No. Z17-019

ORDINANCE NO. 3.316.1 - Second Reading
A Bill for an Ordinance Zoning Certain Property
Within the Town of Parker, Colorado, Known as the
Corporate Park at Stonegate Property from Modified
Light Industrial to PD-Planned Development District
Pursuant to the Town of Parker Land Development
Code and Amending the Zoning Ordinance and Map
to Conform Therewith

EXECUTIVE SUMMARY

The applicant, Woodspear Properties, proposes to rezone the subject property from Modified Light Industrial to the Corporate Park at Stonegate Planned Development (PD). The intent of this rezoning is to allow additional commercial and light industrial uses on the property to be consistent with the uses permitted by Douglas County zoning prior to the property being annexed into Parker in 2015. The properties are currently developed with two-flex buildings for office and light industrial use with access from Parkerhouse Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Corporate Park at Stonegate Property is located immediately north of E-470 and west of Jordan Road with access from Parkerhouse Road. The applicant would like to revise the mix of uses originally approved by the Town during the annexation and zoning process in 2015. The proposed PD zoning is commercial and light industrial in nature consistent with the Parker 2035 Master Plan. The PD zoning will provide:

1. Adequate opportunities for expansion of the Town's economic and tax base;
2. Commercial and light industrial uses in close proximity to E-470 that generate primary employment;
3. An orderly transition of land uses between E-470 and the Cottonwood Highlands residential neighborhood to the north;
4. Support for business by allowing the existing uses to continue and providing certainty that similar commercial and light industrial uses will be allowed at the subject property;
5. Preservation of the existing investment and business activity on the subject property with no impact to adjacent areas; and
6. Opportunity to attract new commercial and light industrial uses to the subject property in the future for diversification of the Town's economic base.

Staff has reviewed the proposed application for rezoning against the nine (9) criteria for rezoning set forth in the Land Development Ordinance and has determined that the criteria have been satisfied.

The Planning Commission held a public hearing on June 14, 2018, concerning the zoning request and recommended unanimous approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 3.316.1
3. Planning Commission Staff Report

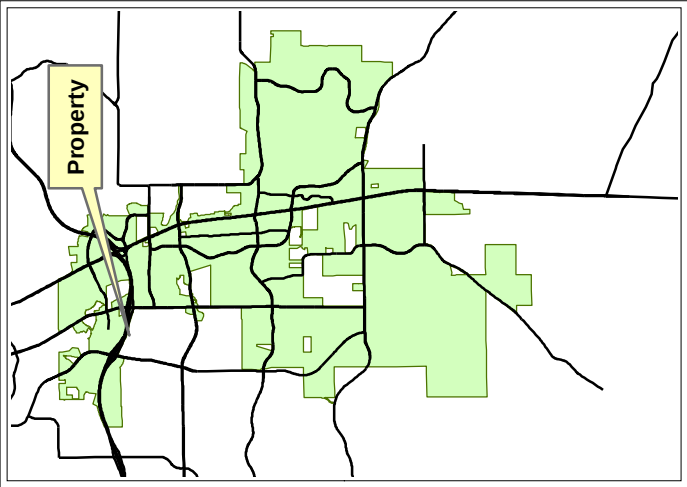
RECOMMENDED MOTION

I move to approve Ordinance No. 3.316.1 on second reading.



Corporate Park at Stonegate Rezoning

Rezoning
Case No.Z17-019



Legend

Site

Roads

Narrative:
Proposed rezone application
from Modified Light Industrial
to Planned Development.

Planner: Stacey Neger
Hearing Schedules:

Planning Commission:
June 14, 2018

Town Council:
June 18, 2018 (1st Reading)
July 2, 2018 (2nd Reading)



ORDINANCE NO. 3.316.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE CORPORATE PARK AT STONEGATE PROPERTY FROM MODIFIED LIGHT INDUSTRIAL TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Findings of Fact.

a. An application was submitted for rezone the Corporate Park at Stonegate Property described in **Exhibit 1**, which is attached hereto and incorporated by this reference (the “Property”), from Modified Light Industrial to PD-Planned Development District, pursuant to the Town of Parker Land Development Code.

b. Public notice has been given by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) days prior to said hearing.

e. The requirements contained in Section 13.04.240 of the Parker Land Development Code are satisfied for zoning the Property as a PD-Planned Development District, as described in the Parker Land Development Code.

Section 2. The Property is hereby rezoned for Modified Light Industrial to PD-Planned Development District as provided in the Corporate Park at Stonegate Development Guide and Plan, which is attached hereto as **Exhibit 2** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Guide and Plan.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

LOTS 1A AND 1B, STONEGATE FILING NO. 27, 1ST AMENDMENT, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT 2

CORPORATE PARK AT STONEGATE DEVELOPMENT GUIDE AND PLAN

TOWN OF PARKER, COLORADO

I. INTRODUCTION

A. Statement of Purpose

The purpose of this Development Guide and Plan is to establish standards for the development and improvement of the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), according to the Development Plan, which is attached hereto as **Exhibit B** and incorporated by this reference. The standards contained in this Development Guide and Plan are intended to control the development of the Property and carry out the goals of this planned community.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the Parker Land Development Ordinance shall apply.

II. AUTHORITY

A. Authority

The authority for this Development Guide and Plan is contained in Section 13.04.150 PD-Planned Development of the Parker Municipal Code, as amended.

B. Relationship of Town Regulations

The provisions of this Development Guide and Plan shall apply to the Property, except as otherwise provided herein. The standards outlined in the Development Guide and Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Guide and Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. [Need discuss attaching Douglas County Definitions or locking in definitions from the Parker Municipal Code]

C. Enforcement

The provisions of the Development Guide and Plan relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker.

III. CONTROL PROVISIONS

A. Any buildings or other structures located on the Property shall only be used as provided for in this Development Guide and Plan.

B. The location and bulk of all buildings and other structures built after the effective date of this Development Guide and Plan shall be in conformance with:

1. All applicable standards contained within the Development Guide and Plan; and
2. Any other applicable Town of Parker standards.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

A. Intent

Areas contained within the Development Plan are intended to allow for land use flexibility and versatility and are expected to attract distribution warehouses, research and development, offices, commercial carriers, regional, community, retail, and business services and supporting facilities.

The intent of site plan development within the areas contained in the Development Plan is to orient primary architectural façades toward E-470. Direct view of outside storage areas, loading docks and service activities are intended to be screened from these roadways.

B. Design Review

Development within the Development Plan, will be carried out through the standard design review process implemented by the Town of Parker; however, the design standards set forth in Section F of this document shall control over any conflicting design standards in the Town of Parker Municipal Code. Design Standards are intended to provide the tools to help achieve a consistent image for the areas contained within the Planned Development.

C. Principal Uses

The following uses are allowed in compliance with an approved Site Plan.

- Assembling plants
- Automobile service station with gasoline pumps
- Bank/financial institution (including drive-up facility)
- Bar/lounge
- Beverage/Food processing
- Brewery/distillery
- Bottling plants
- Carpentry, including woodworking
- Contractor's offices
- Club/country club
- Public/private membership club
- Assembly/Community uses:
 - Church
 - Cultural facility
 - Fire station
 - Library
 - Open space/trails
 - Park/playground
 - Recreation facility – indoor/outdoor
 - School – including college or university and related facilities
 - Sheriff substation/station
- Day-care center – (outdoor play area shall be enclosed by 6' fence)

- Distribution facilities
- Hospital (helipad permitted as an accessory use)
- Office
 - general, medical, dental, professional, governmental
 - temporary
- Parking lot – public or private
- Restaurant/fast-food establishment
- Retail/service business – indoor
- Theater – indoor
- Utility service facility
- Veterinary clinic/hospital – animals shall be confined in an enclosed building which is part of the principal structure
- Transit facilities or other facilities designed to enhance the use of public transit
- Building materials – wholesale/retail
- Cultural facility
- Equipment rental
- Greenhouse/plant nursery – wholesale/retail
- Industrial/manufacturing operation which does not emit unusual or excessive amounts of dust, smoke, fumes, gas, noxious odors, or noise beyond the lot boundary
- Auto and truck repair not to exceed 10,000 square feet in size
- Car sales (new or used) not to exceed 12,000 square feet in size; however, exterior display of such cars is only permitted within parking areas allocated to each such tenant at a ratio not to exceed the overall parking ratio for the entire property
- Motor vehicles and motorized equipment sales leasing and rental not to exceed 12,000 square feet in size; however, exterior display of such motorized vehicles/equipment is only permitted within parking areas allocated to each such tenant at a ratio not to exceed the overall parking ratio for the entire property
- Product distribution/storage – excluding hazardous materials
- Research and development facility
- Scientific research
- Machine shops
- Sign painting
- Satellite earth station
- Storage area – commercial indoor
- Telecommunication facility
- Warehouse
- Wholesale business – sales/service
- Community information centers
- Special community events
- Any other uses consistent with the purposes and compatible with the uses set forth above

D. Accessory Uses

The following shall be allowed only when a principal use has been established on the lot:

- Satellite dish
- Single family or multifamily residence for management or employees (provided unit is incorporated into principal structure)
- Storage area – commercial
- Day-care facility for children of employees

E. Uses permitted by Special Review

The following uses are permitted in accordance with the Use by Special Review and Site Plan sections of the Parker Land Development Ordinance, as amended:

- Heliport
- Telecommunication equipment (excluding whip type antennas) that exceed the zone district height limitation or exceed minimum health standards
- Firing range – indoor
- Mini warehouse – no storage of dangerous or flammable material and no sales or services from any unit
- Storage area – commercial outdoor

F. Development Standards for Principal and Accessory Uses

Typical Standards for all Land Use Designations apply unless stipulated below.

Building Height

- Maximum Building Height: 60 feet

Minimum Lot Area

- none

Minimum Structural Setbacks

The setback is measured from the lot line to the wall of the structure horizontally and perpendicular to the lot line or right-of-way.

Abutting a dedicated roadway right-of-way:

- | | |
|-------------------|---------|
| • Parkerhouse ROW | 20 feet |
| • Lanceleaf ROW | 20 feet |
| • E-470 ROW | 20 feet |

Adjoining:

- | | |
|---|------------|
| • Land uses: | No Setback |
| • Boundaries of the Property adjoining non-residential uses | 15 feet |
| • Cottonwood Highlands PD [Filing No. 5][5 th Amendment]
residential uses | 20 feet |

Minimum Landscaped Area:

- Per Town Land Use Code

Garage/Loading Doors:

- Garage doors on structures, whether dock high, drive through, or overhead/loading, are allowed to face Parkerhouse Road, E-470, residential uses in Cottonwood Highlands PD Filing No. 5 [5th Amendment], and any adjacent non-residential use.

G. Parking Structures

Parking shall be provided in accordance with the Typical Standards for all Land Use Designations established by this document and the Parker Land Development Ordinance, as amended, except as follows:

- Surface parking between primary structures and Parkerhouse Road is allowed with a 25 foot setback.
- Surface parking between primary structures and E-470 is allowed with a 30 foot setback.
- Surface parking between primary structures and residential uses in Cottonwood Highlands PD [Filing No. 5] [5th Amendment] is allowed with a 25 foot setback.
- Surface parking between primary structures and non-residential uses adjacent to the Property is allowed without a setback.

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1A-1 AND 1B-1, STONEGATE FILING NO. 27, 1ST AMENDMENT AS SHOWN ON
LOT LINE ADJUSTMENT RECORDED MAY 23, 2008 UNDER RECEPTION NO.
2008036779, COUNTY OF DOUGLAS, STATE OF COLORADO.

EXHIBIT B

CORPORATE PARK AT STONEGATE PLANNED DEVELOPMENT

LEGAL DESCRIPTION

LOTS 1A-1 AND 1B-1, STONEGATE FILING NO. 27, 1ST AMENDMENT LOT LINE ADJUSTMENT RECORDED AT REGISTRATION NO. 2008036779 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

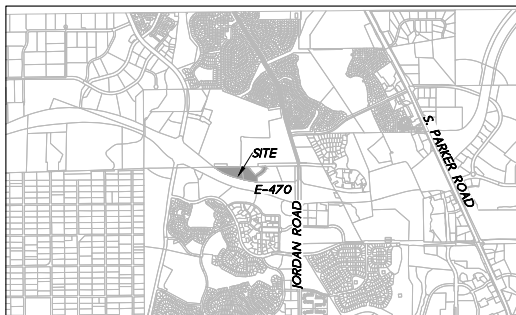
BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 NORTH 89°08'10" EAST, A DISTANCE OF 1,072.29 FEET; THENCE DEPARTING SAID NORTHERLY LINE AND ALONG THE NORTHERLY AND EASTERLY LINE OF SAID LOT 1B-1, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 31°49'23" EAST, A DISTANCE OF 319.14 FEET;
2. NORTH 55°52'25" EAST, A DISTANCE OF 235.06 FEET;
3. NORTH 33°23'41" EAST, A DISTANCE OF 85.37 FEET;
4. NORTH 00°04'41" WEST, A DISTANCE OF 74.20 FEET;
5. NORTH 89°08'10" EAST, A DISTANCE OF 90.01 FEET;
6. SOUTH 00°04'41" EAST, A DISTANCE OF 102.49 FEET;
7. SOUTH 33°23'41" WEST, A DISTANCE OF 130.32 FEET;
8. SOUTH 55°52'25" WEST, A DISTANCE OF 266.85 FEET;
9. SOUTH 00°00'05" WEST, A DISTANCE OF 171.70 FEET TO THE NORTHERLY LINE OF HIGHWAY E-470 PARCEL TK-15 REV.3 RECORDED IN BOOK 866 AT PAGE 1125 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,794.79 FEET; THE RADIUS POINT OF SAID CURVE BEARS NORTH 04°40'19" EAST;

THENCE ALONG THE NORTHERLY LINES OF SAID PARCEL TK-15 REV.3 THE FOLLOWING (3) COURSES:

1. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°37'03", AN ARC LENGTH OF 469.13 FEET;
 2. TANGENT TO SAID CURVE NORTH 75°33'37" WEST, A DISTANCE OF 311.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,025.48 FEET;
 3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'41", AN ARC LENGTH OF 807.59 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8;
- THENCE ALONG SAID NORTHERLY LINE NORTH 89°09'45" EAST, A DISTANCE OF 261.10 FEET TO THE POINT OF BEGINNING.
- CONTAINING AN AREA OF 11.598 ACRES, (505,213 SQUARE FEET), MORE OR LESS.

DEVELOPMENT PLAN
LOCATED IN THE NORTH HALF OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 2000'

NOTES

1. BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89°08'10" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 BETWEEN THE MONUMENTS SHOWN HEREON.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
4. THIS ZONING MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

EXISTING ZONING

MODIFIED LIGHT INDUSTRIAL

PROPOSED ZONING

PLANNED DEVELOPMENT (INDUSTRIAL)

OWNER

ASCENDANT CAPITAL PARTNERS
CPS LLC
3131 S VAUGHN WAY STE 301
AURORA, CO 80014

TOWN COUNCIL CERTIFICATE

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2018, FOR THE PROPERTY DESCRIBED HEREON. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____ MAYOR, TOWN OF PARKER
ATTEST: _____ TOWN CLERK

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

PLANNING COMMISSION CERTIFICATE

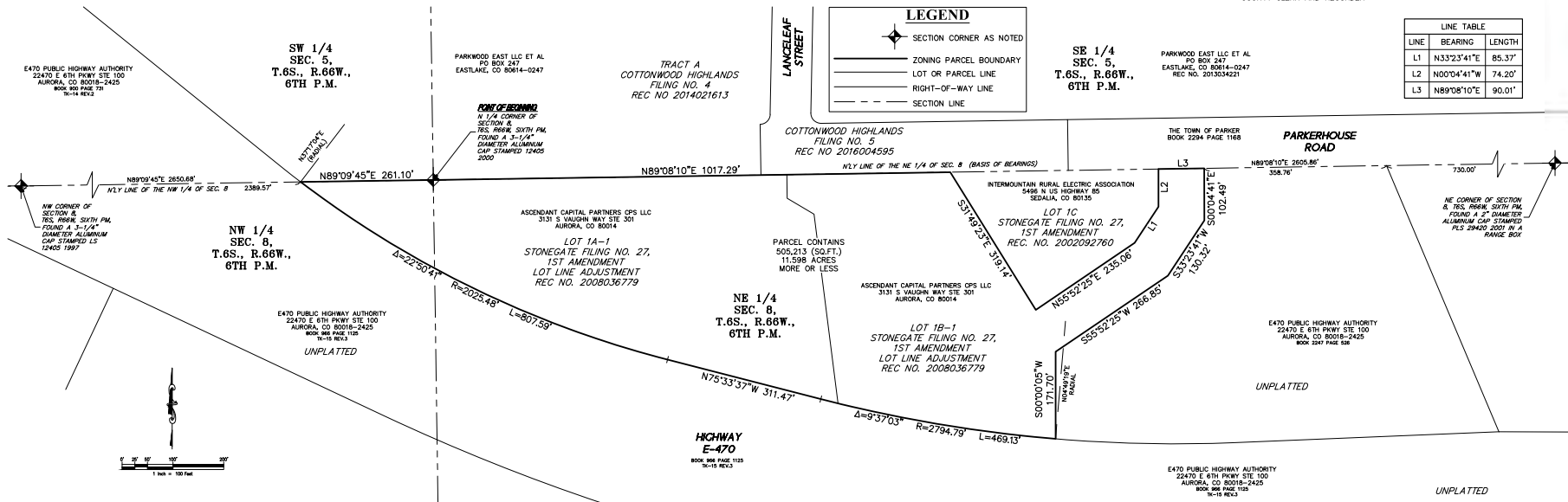
THIS ZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____

COMMUNITY DEVELOPMENT DIRECTOR
ON BEHALF OF THE PLANNING COMMISSION

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 2018 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT _____ RECEPTION NO. _____ COUNTY CLERK AND RECORDER

LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°23'41"E	85.37'
L2	N00°04'41"W	74.20'
L3	N89°08'10"E	90.01'



CORPORATE PARK AT STONEGATE
ZONING MAP TO THE TOWN OF PARKER
DOUGLAS COUNTY, COLORADO
TOWNSHIP 6 SOUTH
2020 E MAIN STREET, PARKER, CO 80138

1
1
24018-11
JOB NO.



Planning Commission Staff Report

Planning Commission Date: 6/14/2018

Town Council Date: 7/2/2018

Hearing Type: Public Hearing
Z17-019 CORPORATE PARK AT STONEGATE -
Rezone

Location: North of E-470, South of Parkerhouse Road and west of
Jordan Road

Project Planner: Stacey Nerger, Planner

Applicant: Zakary Kessler, Woodspear Properties

Executive Summary: The proposal is to zone 13.2 acres from Modified Light
Industrial to the Corporate Park at Stonegate Planned
Development.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Rezoning."

ALTERNATIVE MOTIONS

"I move that the Planning Commission recommend that Town Council approve the Rezoning, subject to the conditions contained in this staff report."

"I move that the Planning Commission recommend that Town Council deny the Rezoning as the request does not meet the following approval criteria:"

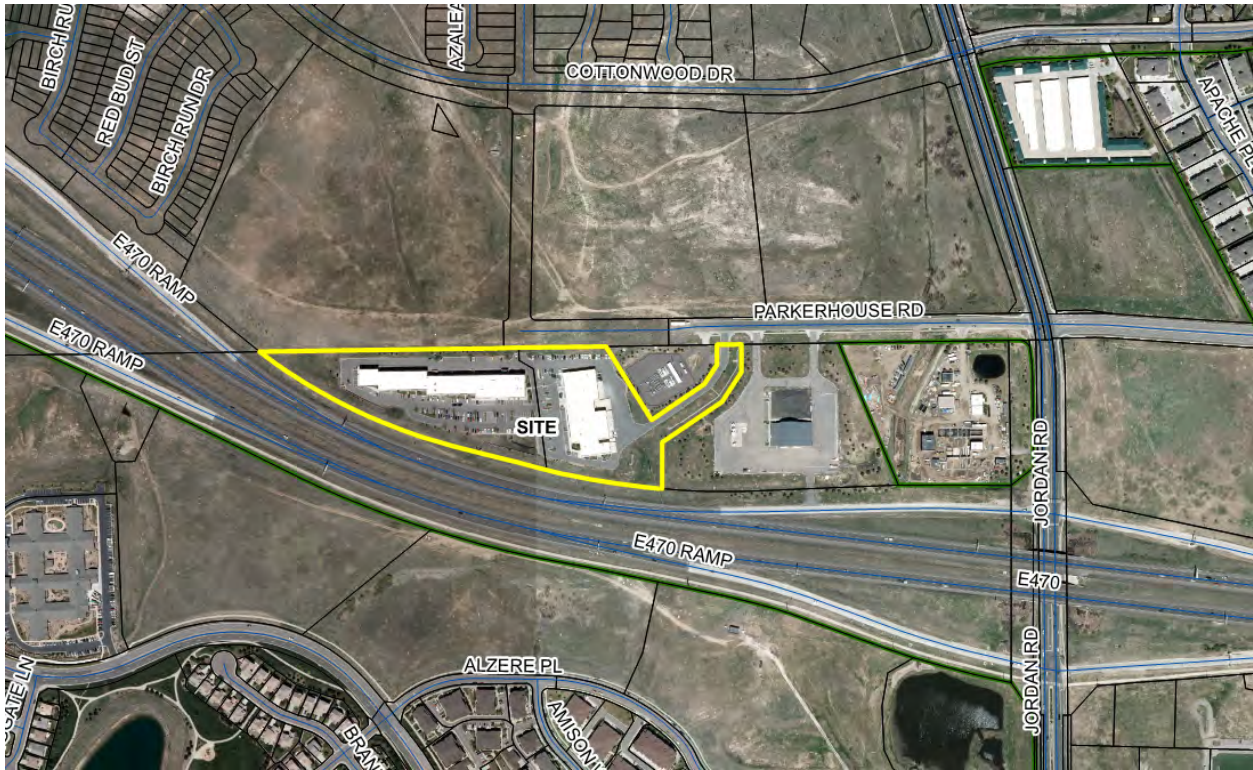
-List criteria not met (either by staff or Planning Commission)

"I move that the Planning Commission vote to continue the Rezoning to a future date."

I. BACKGROUND/DISCUSSION

The intent of this rezoning is to allow additional light industrial uses on the property to be consistent with the uses permitted by the Douglas County Light Industrial zoning which existed at the time of Annexation in 2015. Both properties are currently developed for industrial uses ranging from commercial office to industrial manufacturing.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
October 5, 2015	Town Council approved the annexation and zoning of the Property.
February 7, 2016	The Community Development Department administratively approved a site plan for the construction of an extension to Parkerhouse Road providing an additional access to the site.

III. CURRENT SITE DATA

Existing Zoning	Modified Light Industrial
Overlay District	N/A
PD & Plan Area	Corporate Park at Stonegate Planned Development (proposed)

Master Plan Area		Mixed Use	
Site Acreage		13.179 acres	
Subdivision		Stonegate Filing 27, 1 st Amd.	
Existing Use		Light Industrial	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mixed Use	PD - Planned Development	Cottonwood Highlands, Undeveloped Mixed Use
South	Mixed Use - Residential Emphasis	Douglas County Zoning	E-470 and Undeveloped
East	Mixed Use	PD - Planned Development	E-470 Maintenance Facility and IREA Substation
West	Mixed Use	PD - Planned Development	Cottonwood Highlands, Undeveloped Mixed Use

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mixed Use ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	E-470 Mixed Use: Residents should be able to walk and bike to services through a mix of land uses, public amenities and a multimodal transportation system. Appropriate land uses include; multi-family, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the development pattern. Residential at less than 10 dwelling units per acre is not appropriate in this area unless transitioning to adjacent residential development.
Consistent Goals/Strategies	Land Use 1.C Community Appearance and Design 2.B Jobs and Economic Vitality 2.A Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located adjacent to E-470 within an area that is developed for light industrial uses with future plans for commercial and/or multi-family residential located to the north. The requested zoning is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons: the revised zoning will help allow adequate

	opportunities for expansion of the Town's economic base, it will provide a transition and buffer land uses from E-470 and it will support new and existing businesses by allowing for the existing uses to continue and providing opportunity for similar light industrial uses to be drawn to this development. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
--	--

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Higher density residential is appropriate within E-470 Mixed Use Area.	None	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Convenient retail and personal/business services, along with multifamily residential.	Light industrial uses which include a variety of commercial uses	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	60 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with the potential for development as recommended by the Parker 2035 Master Plan		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property is provided access via the existing road network off of Parkerhouse Road. Parkerhouse Road is public road that was constructed to accommodate current and future development in the area. In addition, a future road (Lanceleaf Street) is proposed to connect Parkerhouse Road to Cottonwood Drive which will provide an additional access point for the property.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

This rezoning restores the mix of uses originally intended by the property owner and Town when the property was annexed into the Town.

Broad allowable uses expand the tenant base for this multi-tenant center, increasing the overall health of the property by mixing various uses.

The proposed zoning is consistent with current land uses and provides more nuanced guidance for uses at the Corporate Park at Stonegate in the future.

Current tenants in the market are asking for these uses, which would bring expanded employment opportunities to the Town of Parker.

Staff Analysis

A need exists for the rezoning of the subject property, for the reasons that it will (1) provide adequate opportunities for expansion of the Town's economic and tax base; (2) provide light industrial uses in close proximity to E-470 that provide quality jobs to the Town and surrounding areas within the Town and the Town Urban Growth Area; (3) provide an orderly transition of land uses from E-470 and the proximate residential uses; (4) support new and existing businesses by allowing for the existing uses to continue, while providing opportunity to other similar light industrial uses; (5) protect the investment and property values of existing uses located on the subject property and surrounding areas in the Town and the Town Urban Growth Area; and (6) help to provide balance for the Town's business community by accommodating a variety of light industrial uses on the subject property.

Based on this analysis, staff has determined that the request meets this criterion.

2. The particular parcel of ground is indeed the correct site for the proposed development.

Applicant's Response

The Corporate Park at Stonegate was specifically designed and entitled in Douglas County with these uses in mind. The uses in the proposed zoning are consistent with the current development of the property. Since this property was constructed in 2008-2009, this property has attracted users with various uses because of its visibility, connectivity, and design. The center was designed with a parking ratio beyond normal light industrial development with the intent of accommodating uses beyond purely "industrial."

Staff Analysis

The property is located along the E-470, which is a busy highway traveling through the Town. The subject property was developed in 2008 within unincorporated Douglas County as a light industrial center. The proposed Light Industrial PD zoning will maintain the light industrial nature of the property as well as provide an orderly transition of uses from the busy E-470 to the residential uses to the north.

Based on this analysis, staff has determined that the request meets this criterion.

**3. There has been an error in the original zoning; or
Applicant's Response**

As noted generally above, the Applicant's original intended zoning was to ensure that all uses allowed in Douglas County translated over to the Town of Parker zoning received upon annexation.

The different uses within the Town of Parker zoning code do not specifically match the Douglas County uses, so it was not immediately apparent that the Applicant and the Town needed to pursue the proposed zoning here to accommodate the likely uses for the types of tenants discussed at the time of annexation. The Applicant thought that other categories in the Town's zoning code covered these types of uses. This interpretation now appears to be in error.

Staff Analysis

There was not an error in the original zoning. The property was located within unincorporated Douglas County and was constructed to allow for a variety of light industrial uses. After the property was annexed and zoned in 2015, the Town processed several zoning changes that restricted several commercial and light industrial uses. These restrictions applied to this properties Modified Light Industrial zoning. The proposed rezoning to a Planned Development will allow the properties to continue to be used for light industrial uses as was original intended.

Based on this analysis, staff has determined that the request meets this criterion.

**4. There have been significant changes in the area to warrant a zone change.
Applicant's Response**

As noted generally above, the Applicant's original intended zoning was to ensure that all uses allowed in Douglas County translated over to the Town of Parker zoning received upon annexation.

Staff Analysis

Commercial uses within the Town of Parker have evolved over time. The Town recently completed an amendment to the C-Commercial Zone District to update and define particular uses. The proposed rezoning will align the permitted uses on the property with the original intent of the proposed zoning at the time of annexation and to continue to allow the light industrial uses on the property as the property was originally constructed.

Based on this analysis, staff has determined that the request meets this criterion.

5. Adequate circulation exists and traffic movement would not be impeded by development; and

Applicant's Response

The property is already developed with two concrete tilt-up buildings totaling 82,295 square feet and has two points of access onto Parkerhouse Road. As part of the annexation of the property into the Town, the Applicant constructed and paid for the extension of Parkerhouse Road to create the second access point. In the future, plans call for Parkerhouse Road (via Lanceleaf) to connect to Cottonwood Drive. The rezoning request should not materially change the traffic patterns of parking for the site.

Staff Analysis

The property includes two access points from Parkerhouse Road. In addition, as development occurs to the north an additional access point will be provided to the property from Cottonwood Drive to the property through the future Lanceleaf Drive. Adequate circulation and traffic movement currently existing for the current uses on the property. Additional access and circulation may need to be evaluated at time of building permit for additional uses.

Based on this analysis, staff has determined that the request meets this criterion.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

Applicant's Response

To the Applicant's knowledge, this rezoning presents no impact to municipal services.

Staff Analysis

The public improvements necessary to support the subject property are currently in place or planned to be constructed as development occurs to the north. The proposed rezoning will not result in additional municipal costs to the Town.

Based on this analysis, staff has determined that the request meets this criterion.

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant's Response

To the Applicant's knowledge, this rezoning presents no environmental impacts.

Staff Analysis

The subject property is fully developed. The redevelopment or allowance of new uses on these two lots, based on the Corporate Park at Stonegate Development Guide and Plan, will result in minimal environmental impacts and any impacts can be mitigated.

Based on this analysis, staff has determined that the request meets this criterion.

8. The proposal is consistent with the Town Master Plan, maps, goals, and policies.

Applicant's Response

The 2035 Master Plan identifies this property as being located within the Mixed-Use Character Area of the E-470 Corridor. The Master Plan identifies the E-470 Corridor as an area that will develop “as a series of interconnected places that serve regional retail, medical, employment and higher density residential needs.”

The proposed zoning is consistent with the Master Plan and better fits the Master Plan's goal of expanding Parker's employment base by providing a clear, broad set of uses for this existing development.

Staff Analysis

As detailed in Section IV of this staff report, the Corporate Park at Stonegate Development Guide and Plan is consistent with the Parker 2035 Master Plan.

Based on this analysis, staff has determined that the request meets this criterion.

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant's Response

The property will continue to be served by Lincoln Park Metro District for water and sewage service. To the Applicant's knowledge, proposed rezoning should have no discernable impact on any of the services noted in this criterion.

Staff Analysis

The subject property is fully developed and has adequate services.

Based on this analysis, staff has determined that the request meets this criterion.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Fire Life Safety	A second point of access from Cottonwood Drive to Parkerhouse Road may be required prior to any building permit issuance for uses classified with an assembly occupancy.
Aztec Consultants	No Comment
Centennial Airport	The property is within the Restricted Development Area (RDA) and Airport Influence Area (AIA) and will be subject to numerous aircraft overflights and their associated effects. Any additions may be required to submit an FAA form 7460-1.
Lincoln Park Metro District	No Comment
Parker Building	No Comment
Xcel	Xcel has an existing high pressure natural gas transmission pipeline within the property, any construction within the Xcel right-of-way will need to be reviewed for safety standards.
IREA	No Comment
CenturyLink	No Comment
Comcast	No Comment
Parker Economic Development	Approved
Parker Comprehensive Development	The site is located within the E-470 Mixed Use Character Area which recommends a mix of uses, no single use shall be predominant.
E-470 Public Highway Authority	No Comment

IX. CONCLUSION

The applicant submitted this rezoning request in order to allow additional light industrial uses on the property to be consistent with the zoning at the time of original annexation into the Town of Parker. Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends approval of the request and Town Council approves the request.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

1. Corporate Park at Stonegate Planned Development Guide and Plan
2. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

CORPORATE PARK AT STONEGATE DEVELOPMENT GUIDE AND PLAN
TOWN OF PARKER, COLORADO

I. INTRODUCTION

A. Statement of Purpose

The purpose of this Development Guide and Plan is to establish standards for the development and improvement of the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), according to the Development Plan, which is attached hereto as **Exhibit B** and incorporated by this reference. The standards contained in this Development Guide and Plan are intended to control the development of the Property and carry out the goals of this planned community.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the Parker Land Development Ordinance shall apply.

II. AUTHORITY

A. Authority

The authority for this Development Guide and Plan is contained in Section 13.04.150 PD-Planned Development of the Parker Municipal Code, as amended.

B. Relationship of Town Regulations

The provisions of this Development Guide and Plan shall apply to the Property, except as otherwise provided herein. The standards outlined in the Development Guide and Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Guide and Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control.

C. Enforcement

The provisions of the Development Guide and Plan relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker.

III. CONTROL PROVISIONS

A. Any buildings or other structures located on the Property shall only be used as provided for in this Development Guide and Plan.

B. The location and bulk of all buildings and other structures built after the effective date of this Development Guide and Plan shall be in conformance with:

1. All applicable standards contained within the Development Guide and Plan; and
2. Any other applicable Town of Parker standards.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

A. Intent

Areas contained within the Development Plan are intended to allow for land use flexibility and versatility and are expected to attract distribution warehouses, research and development, offices, commercial carriers, regional, community, retail, and business services and supporting facilities.

The intent of site plan development within the areas contained in the Development Plan is to orient primary architectural façades toward E-470. Direct view of outside storage areas, loading docks and service activities are intended to be screened from these roadways.

B. Design Review

Development within the Development Plan, will be carried out through the standard design review process implemented by the Town of Parker; however, the design standards set forth in Section F of this document shall control over any conflicting design standards in the Town of Parker Municipal Code. Design Standards are intended to provide the tools to help achieve a consistent image for the areas contained within the Planned Development.

C. Principal Uses

The following uses are allowed in compliance with an approved Site Plan.

- Assembling plants
- Automobile service station with gasoline pumps
- Bank/financial institution (including drive-up facility)
- Bar/lounge
- Beverage/Food processing
- Brewery/distillery
- Bottling plants
- Carpentry, including woodworking
- Contractor's offices
- Club/country club
- Public/private membership club
- Assembly/Community uses:
 - Church
 - Cultural facility
 - Fire station
 - Library
 - Open space/trails
 - Park/playground
 - Recreation facility – indoor/outdoor
 - School – including college or university and related facilities
 - Sheriff substation/station

- Day-care center – (outdoor play area shall be enclosed by 6' fence)
- Distribution facilities
- Hospital (helipad permitted as an accessory use)
- Office
 - general, medical, dental, professional, governmental
 - temporary
- Parking lot – public or private
- Restaurant/fast-food establishment
- Retail/service business – indoor
- Theater – indoor
- Utility service facility
- Veterinary clinic/hospital – animals shall be confined in an enclosed building which is part of the principal structure
- Transit facilities or other facilities designed to enhance the use of public transit
- Building materials – wholesale/retail
- Cultural facility
- Equipment rental
- Greenhouse/plant nursery – wholesale/retail
- Industrial/manufacturing operation which does not emit unusual or excessive amounts of dust, smoke, fumes, gas, noxious odors, or noise beyond the lot boundary
- Auto and truck repair not to exceed 10,000 square feet in size
- Car sales (new or used) not to exceed 12,000 square feet in size; however, exterior display of such cars is only permitted within parking areas allocated to each such tenant at a ratio not to exceed the overall parking ratio for the entire property
- Motor vehicles and motorized equipment sales leasing and rental not to exceed 12,000 square feet in size; however, exterior display of such motorized vehicles/equipment is only permitted within parking areas allocated to each such tenant at a ratio not to exceed the overall parking ratio for the entire property
- Product distribution/storage – excluding hazardous materials
- Research and development facility
- Scientific research
- Machine shops
- Sign painting
- Satellite earth station
- Storage area – commercial indoor
- Telecommunication facility
- Warehouse
- Wholesale business – sales/service
- Community information centers
- Special community events
- Any other uses consistent with the purposes and compatible with the uses set forth above

D. Accessory Uses

The following shall be allowed only when a principal use has been established on the lot:

- Satellite dish
- Single family or multifamily residence for management or employees (provided unit is incorporated into principal structure)
- Storage area – commercial
- Day-care facility for children of employees

E. Uses permitted by Special Review

The following uses are permitted in accordance with the Use by Special Review and Site Plan sections of the Parker Land Development Ordinance, as amended:

- Heliport
- Telecommunication equipment (excluding whip type antennas) that exceed the zone district height limitation or exceed minimum health standards
- Firing range – indoor
- Mini warehouse – no storage of dangerous or flammable material and no sales or services from any unit
- Storage area – commercial outdoor

F. Development Standards for Principal and Accessory Uses

Typical Standards for all Land Use Designations apply unless stipulated below.

Building Height

- Maximum Building Height: 60 feet

Minimum Lot Area

- none

Minimum Structural Setbacks

The setback is measured from the lot line to the wall of the structure horizontally and perpendicular to the lot line or right-of-way.

Abutting a dedicated roadway right-of-way:

- | | |
|-------------------|---------|
| • Parkerhouse ROW | 20 feet |
| • Lanceleaf ROW | 20 feet |
| • E-470 ROW | 20 feet |

Adjoining:

- | | |
|---|------------|
| • Land uses: | No Setback |
| • Boundaries of the Property adjoining non-residential uses | 15 feet |

- Cottonwood Highlands PD [Filing No. 5][5th Amendment] residential uses
20 feet

Minimum Landscaped Area:

- Per Town Land Use Code

Garage/Loading Doors:

- Garage doors on structures, whether dock high, drive through, or overhead/loading, are allowed to face Parkerhouse Road, E-470, residential uses in Cottonwood Highlands PD Filing No. 5 [5th Amendment], and any adjacent non-residential use.

G. Parking Structures

Parking shall be provided in accordance with the Typical Standards for all Land Use Designations established by this document and the Parker Land Development Ordinance, as amended, except as follows:

- Surface parking between primary structures and Parkerhouse Road is allowed with a 25 foot setback.
- Surface parking between primary structures and E-470 is allowed with a 30 foot setback.
- Surface parking between primary structures and residential uses in Cottonwood Highlands PD [Filing No. 5] [5th Amendment] is allowed with a 25 foot setback.
- Surface parking between primary structures and non-residential uses adjacent to the Property is allowed without a setback.

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1A-1 AND 1B-1, STONEGATE FILING NO. 27, 1ST AMENDMENT AS SHOWN ON
LOT LINE ADJUSTMENT RECORDED MAY 23, 2008 UNDER RECEPTION NO.
2008036779, COUNTY OF DOUGLAS, STATE OF COLORADO.

CORPORATE PARK AT STONEGATE PLANNED DEVELOPMENT

LEGAL DESCRIPTION

LOTS 14-1 AND 1B-1, STONEGATE FILING NO. 27, 1ST AMENDMENT LOT LINE ADJUSTMENT RECORDED AT RECEPTION NO. 2008036770 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY ANNUATE, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 NORTH 89°08'10" EAST, A DISTANCE OF 1,017.29 FEET;
THENCE DEPARTING SAID NORTHERLY LINE AND ALONG THE NORTHERLY AND EASTERLY LINE OF SAID LOT 1B-1, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 31°49'23" EAST, A DISTANCE OF 319.14 FEET;

2. NORTH 55°52'25" EAST, A DISTANCE OF 235.06 FEET;

3. NORTH 33°23'41" EAST, A DISTANCE OF 85.37 FEET;

4. NORTH 00°04'41" WEST, A DISTANCE OF 74.20 FEET;

5. NORTH 89°08'10" EAST, A DISTANCE OF 90.01 FEET;

6. SOUTH 00°04'41" EAST, A DISTANCE OF 102.49 FEET;

7. SOUTH 33°23'41" WEST, A DISTANCE OF 130.32 FEET;

8. SOUTH 55°52'25" WEST, A DISTANCE OF 266.85 FEET;

9. SOUTH 00°07'06" WEST, A DISTANCE OF 171.70 FEET TO THE NORTHERLY LINE OF HIGHWAY E-470 PAVEMENT, TK-15 REV.3 RECORDED IN BOOK 966 AT PAGE 1125 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,794.79 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 04°49'19" EAST;

THENCE ALONG THE NORTHERLY LINES OF SAID PARCEL TK-15 REV.3 THE FOLLOWING (3) COURSES:

1. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}37'03''$, AN ARC LENGTH OF 469.13 FEET;

2. TANGENT TO SAID CURVE NORTH 75°33'37" WEST, A DISTANCE OF 311.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,025.48 FEET;

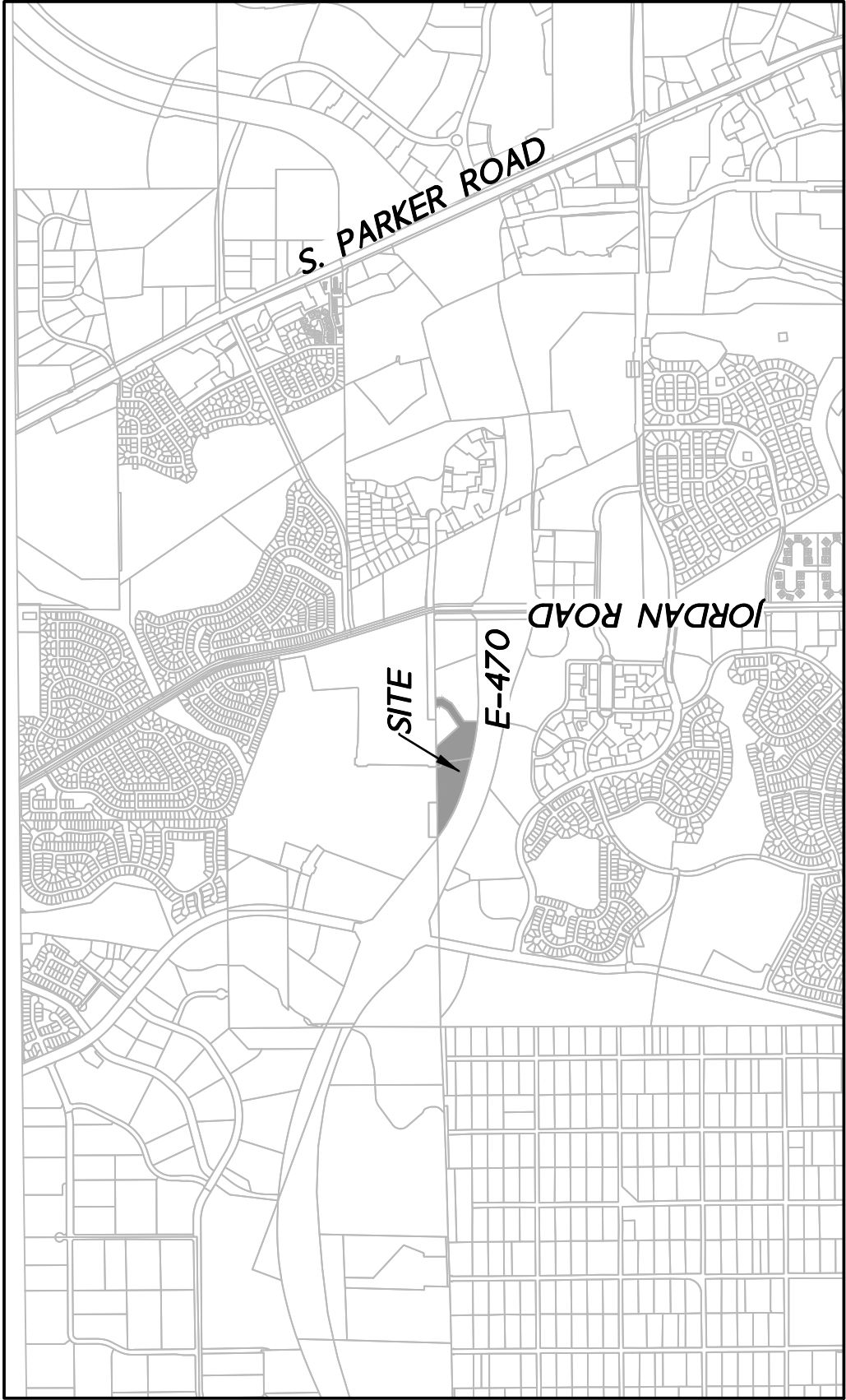
3. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'41", AN ARC LENGTH OF 807.59 FEET TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID NORTHERLY LINE NORTH 89°09'45" EAST, A DISTANCE OF 261.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 11.598 ACRES, (505,213 SQUARE FEET), MORE OR LESS.

DEVELOPMENT PLAN

LOCATED IN THE NORTH HALF OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 2000'

NOTES

1. BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE NORTHERLY LINE OF
THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6
SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL
MERIDIAN AS BEARING NORTH 89°01'10" EAST. GRID
BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL
ZONE, NAD 83 BETWEEN THE MONUMENTS SHOWN
HEREON.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES
IN U.S. SURVEY FEET UNITS.
3. THE WORD "CERTIFY" AS USED HEREON MEANS AN
EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT
CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED
OR IMPLIED.
4. THIS ZONING MAP HAS BEEN PREPARED FROM
RECORD INFORMATION AND DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.

EXISTING ZONING

MODIFIED LIGHT INDUSTRIAL

PROPOSED ZONING

PLANNED DEVELOPMENT
(INDUSTRIAL)

OWNER

ASCENDANT CAPITAL PARTNERS
CPS LLC
3131 S VAUGHN WAY STE 301
AURORA, CO 80014

MAYOR, TOWN OF PARKER

ATTEST: _____

TOWN CLERK

TOWN COUNCIL CERTIFICATE

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF

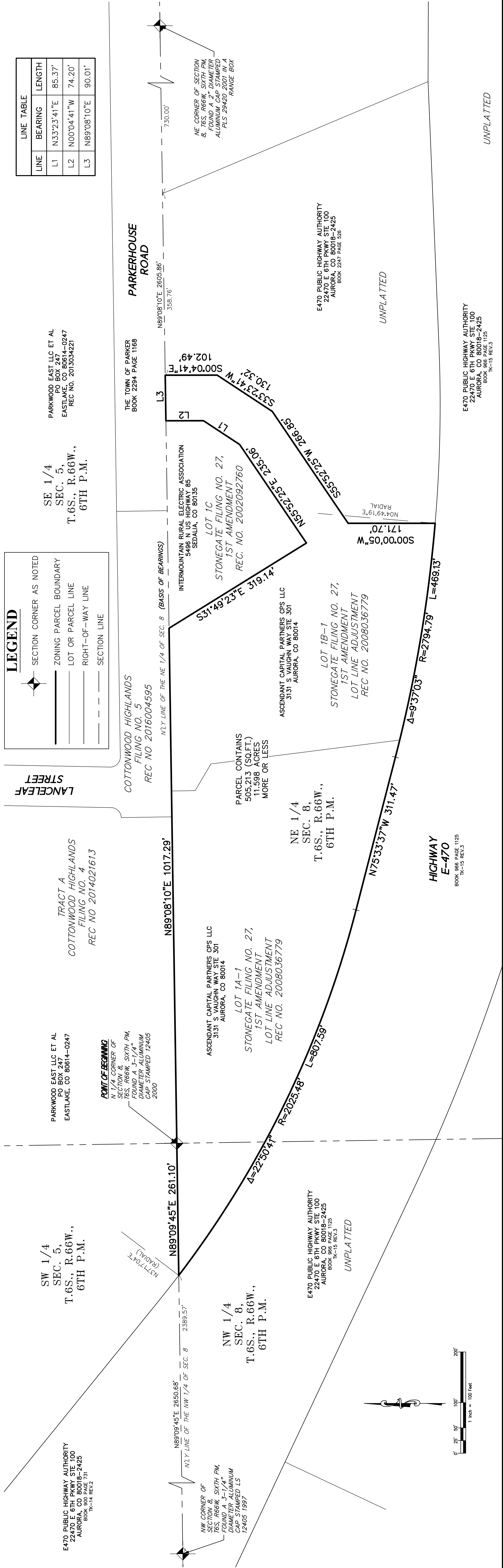
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)

RECEPTION NO.

COUNTY CLERK AND RECORDER

LINE TABLE		
LINE	BEARING	LENGTH
L1	N33°23'41"E	85.37'
L2	N00°04'41"W	74.20'
L3	N89°08'10"E	90.01'



REFERRAL AGENCY COMMENTS

AZTEC CONSULTANTS

Edit Review

Z17-019

Review Type

AzTec Consultants, Inc. 15

Reviewer

Dean Cates

Date Sent

5/8/2018

Today

Date Due

5/29/2018

Today

Status

NO COMMENT

Remarks

Date Returned

5/17/2018

Today

Add to Timesheet

+ Add Standard Notes

5/21/2018 10:49:50 AM (Dean Cates)

reviewed by John West

TOWN OF PARKER BUILDING

Edit Review

Z17-019

Review Type

Building 20

Reviewer

Randy Sale

Date Sent

9/26/2017

Today

Date Due

10/24/2017

Today

Status

NO COMMENT

Remarks

Date Returned

9/29/2017

Today

Add to Timesheet

+ Add Standard Notes

CENTENNIAL AIRPORT

Dylan Heberlein

**Centennial
Airport 15**

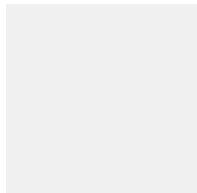
Thank you for the opportunity to review the rezoning. The Arapahoe County Public Airport Authority has the following comments on the rezoning:

- The proposed development lies within the Restricted Development Area (RDA) of the Airport Influence Area (AIA), and any additions to this building will be subjected to the same numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations. Furthermore, Centennial Airport opposes all new residential and other noise sensitive development within the RDA. Moreover, the proposed development is near E-470 which is used as a main flight path for Centennial Airport aircraft departing to or arriving from the East.

- An aviation easement is recommended for development within the AIA. Please provide book & page number of the easement for all plats and plans and include the Airport on the vicinity map.

- Any additions to the building (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit <https://oeaaa.faa.gov> to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. Please note that this is a State and Federal regulatory requirement. Any object or construction cranes associated with this project may require the filing and approval of a FAA form 7460-1. Runway endpoint data is available from the Airport for engineering calculations. In addition, please have crane operators advise the airport prior to erecting any cranes.

10/24/2017 3:32:39 PM



CENTURYLINK COMMUNITICATIONS

Edit Review

Z17-019

Review Type **CenturyLink Communications 20**

Reviewer **Dustin Pulciani** ▼

Date Sent **9/26/2017**  Today

Date Due **10/24/2017**  Today

Status **NO COMMENT** ▼

Remarks

Date Returned **10/23/2017**  Today

Add to Timesheet

 **Add Standard Notes**

COMCAST

No comments submitted

TOWN OF PARKER COMPREHENSIVE DEVELOPMENT

REVIEWS

Bryce Matthews

**Comprehensive
Planning 15**

This site is located within the E-470 Mixed Use Character Area which recommends a mix of uses including residential, employment and recreational that are interconnected through a multi modal transportation system and that no single use shall be predominant.

5/29/2018 2:52:38 PM

E-470 PUBLIC HIGHWAY

Edit Review	
Z17-019	
Review Type	E-470 Public Highway Authority 20
Reviewer	Peggy Davenport
Date Sent	9/26/2017 Today
Date Due	10/24/2017 Today
Status	NO COMMENT
Remarks	
Date Returned	10/24/2017 Today
Add to Timesheet	
Add Standard Notes	

TOWN OF PARKER ECONOMIC DEVELOPMENT

Edit Review

Z17-019

Review Type **Economic Development 15**

Reviewer **Matt Carlson** ▼

Date Sent **5/8/2018**  Today

Date Due **5/29/2018**  Today

Status **APPROVED** ▼

Remarks

Date Returned **5/29/2018**  Today

Add to Timesheet

 **Add Standard Notes**

FIRE LIFE SAFETY

Randy Capra

**FIRE LIFE
SAFETY 15**

I am not seeing that Fire Life Safety comments were addressed; please see the following comments... as noted on Sept. 9, 2017

In order for an assembly occupancy to be considered for this site, two points of access to the site are required (the current one off of Jordan Road and the proposed connection from the north side of the complex to the newly constructed Cottonwood Drive. In addition to this, two points of access are required into the site.

The applicant must address whether these points of access have been provided (providing the second point of access (tying into Parker House Drive on the north side of the west building) and addressing whether the tie in to Cottonwood Drive has been completed from Parker House Road.

Once these access points have been completed (or documentation showing that the access points have been completed) I will be comfortable signing off for the assembly for the proposed portions of the complex.

FIRE LIFE SAFETY 15

The second access road from Parkerhouse Road to Cottonwood Drive (Lanceleaf Drive) must be completed prior to any building permit issuance such as but not limited to new buildings, remodels, tenant finishes, change of occupancies, etc.

The second access into site has been completed.

IREA

Edit Review

Z17-019

Review Type

IREA 20

Reviewer

Brooks Kaufman

Date Sent

9/26/2017

Today

Date Due

10/24/2017

Today

Status

NO COMMENT

Remarks

Date Returned

9/27/2017

Today

Add to Timesheet

+ Add Standard Notes

LINCOLN PARK METRO DISTRICT

No comments submitted

TOWN OF PARKER ENGINEERING

Edit Review

Z17-019

Review Type

PLANNED DEVELOPMENT / ZONING PLAN - PW

 **Add Standard Notes**

Reviewer

Date Sent  Today

Date Due  Today

Status

Remarks

Date Returned  Today

Add to Timesheet

PUBLIC SERVICE COMPANY (XCEL)

See attached letter



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

May 29, 2018

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Stacey Nerger

Re: Corporate Park at Stonegate Zoning – 2nd referral, Case # Z17-019

As previously stated, Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk determined that an **engineering review** is necessary for the above captioned project. Public Service Company has existing high pressure natural gas transmission pipelines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/contractor to contact PSCo's Encroachment Team for development plan review and execution of a License Agreement (upload all files in PDF format) at:

https://www.xcelenergy.com/working_with_us/builders/encroachment_requests

PSCo also owns and operates existing natural gas distribution facilities within this rezone.

If there are any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado



Request for Town Council Action

Date: July 2, 2018

Submitted Stacey Nerger, Associate Planner

By: John Fussa, Community Development Director

Reviewed
By: Michelle Kivela, Town Administrator

Title: **PINE LANE AND PARKER ROAD PROPERTIES - Annexation and Zoning**

Applicants: HDG of Parker, LLC; Pine Lane Plaza, LLC; Peakview Parker, LLC; Durham Douglas Properties; Lattner Investment Group; S & Jabez, LLC; Car Bis Co Park, LLC
Town of Parker Community Development Department (as to zoning)

Location: Northwest and Southeast Corners of Parker Road and OP

Department: Community Development, Stacey Nerger

TRAKit No.: ANX18-002 and Z18-010

- (1) **RESOLUTION NO. 18-046**
A Resolution To Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Pine Lane and Parker Road Properties for Annexation into the Town of Parker
- (2) **ORDINANCE NO. 2.261 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Lane and Parker Road Properties in Douglas County
- (3) **ORDINANCE NO. 3.335 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Lane and Parker Road Properties to Modified C-Commercial District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith
- (4) **ANNEXATION AGREEMENTS - Cars MTI-1, L.P.; Durham Douglas Properties, LLC; HGD of Parker LLC; Lattner Investment Group**

LLC; Peakview Parker LLC; Pine Lane Plaza, LLC; S & Jabez, LLC

EXECUTIVE SUMMARY

The Town is in receipt of annexation petitions from multiple property owners that own land at or near the intersection of Parker Road and Pine Lane in unincorporated Douglas County. The property owners are seeking to annex and zone their land into Parker which is contiguous to the subject properties. The request is being processed as a majority petition annexation including the petitioner's land and certain other properties shown on the Annexation Plat.

The property owners that have submitted annexation petitions include:

1. HGD of Parker, LLC
2. Pine Lane Plaza, LLC
3. Peakview Parker, LLC
4. Durham Douglas Properties
5. Lattner Investment Group
6. S & Jabez, LLC
7. Car Bis Co Park, LLC

The Town Council approved Resolution No. 18-042 on May 21, 2018, determining that the Annexation Petitions substantially comply with the requirements of C.R.S. § 31-12-107(1)(a) also known as the Municipal Annexation Act of 1965. The Resolution set a public hearing date of July 2, 2018, for the Town Council to hear and decide the request for annexation as required by State law.

The Town, by adopting Resolution No. 18-042, may institute the process for zoning the subject properties pursuant to C.R.S. § 31-12-115. The property owners, with the Community Development Department, submitted an application to zone the land to Modified C-Commercial. The proposed zoning will accommodate the existing businesses located in the annexation area and permit a broad range of commercial retail, service, office and restaurant uses in the future.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has identified the unincorporated land located at and near the northwest and southeast corners of the Parker Road and Pine Lane intersection as a candidate for annexation. The proposed annexation area has a total size of approximately 15.5 acres and consists of ten lots with eight different property owners. The majority petition annexation includes greater than 50 percent of the property owners and associated land within the annexation area.

The character of the proposed annexation area is commercial with some vacant land. The southeast corner consists of developed properties with existing commercial uses while the northwest corner is mostly undeveloped property with two existing commercial uses located along Parker Road. The subject properties are contiguous to the Town and receive municipal services such as stormwater management.

It is Town policy through the Parker 2035 Master Plan and recently expired IGA with Douglas County to annex unincorporated areas that are contiguous to Parker and located within our Urban Growth Boundary. The benefits of annexing into the Town include more efficient delivery of services, expansion of the economic base, orderly growth management and promotion of community identification with Parker. The Town surrounds the subject properties and the proposed annexation will is consistent with the Master Plan with many of the above-referenced benefits.

In 2016, staff approached the property owners and businesses within the annexation area to discuss inclusion into the Town. Staff has worked over the past two years to educate them about the annexation process, provide information about Town services and respond to comments and questions. As a result, the majority of property owners (7 of 8) have agreed to annex into the Town and submitted petitions to initiate the process. Staff has also contacted all businesses located in the annexation area and met with all that were willing to meet in order to answer their questions. Most support the annexation into the Town.

The Parker 2035 Master Plan identifies the annexation area as being located within the Central Commercial and E-470 Regional Commercial Retail Districts. The purpose of these Districts is to accommodate highway-oriented commercial development such as retail, service and office uses. The proposed Modified C- Commercial zoning is consistent with the Master Plan land-use designation and implements its recommendations for commercial uses that generate economic benefits to the Town. These include the following Master Plan Goals and Strategies:

1. Ensure adequate opportunities for expansion of the Town's economic base
2. Continue the commercial corridor along Parker Road
3. Support new and existing businesses by allowing the existing commercial uses to continue and permitting similar uses in the future

Community Development staff has reviewed the proposed zoning against the nine (9) criteria for rezoning in the Land Development Ordinance and has determined that the criteria have been met.

The Planning Commission held a public hearing on June 14, 2018, concerning the zoning request and recommended unanimous approval. Link to [Planning Commission Staff](#).

FINANCIAL IMPACT

Revenue positive.

STRATEGIC GOAL(S)



ATTACHMENTS

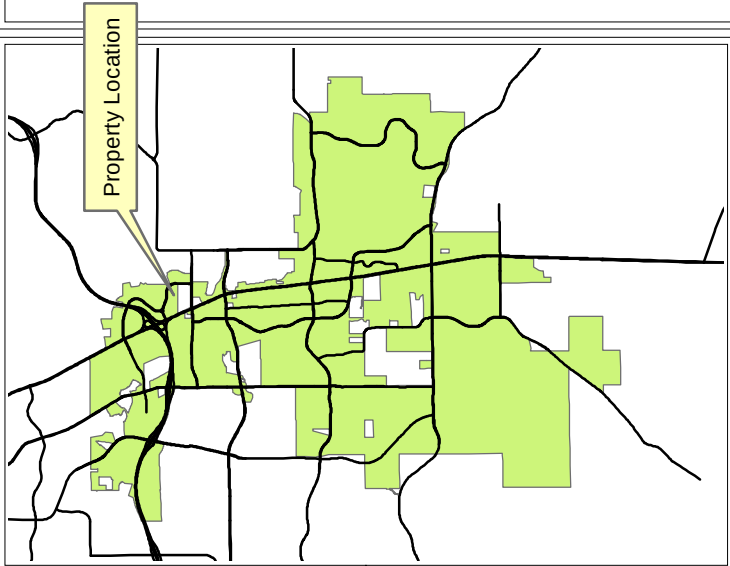
1. Vicinity Map
2. Resolution No. 18-046
3. Ordinance 2.261 - Annexation
4. Ordinance 3.335 - Rezone
5. Annexation Petitions
6. Annexation Plat
7. Modified Commercial Zoning
8. Zoning Map
9. Annexation Agreements Combined

RECOMMENDED MOTION

- (1) I move to approve Resolution No. 18-046.
- (2) I move to approve Ordinance No. 2.261 on second reading.
- (3) I move to approve Ordinance No. 3.335 on second reading.
- (4) I move to approve the seven (7) Annexation Agreements.

Pine Lane/Parker Road Propert Annexation

Annexation and Zoning



Legend

- Town Boundary
- Site
- Parcels

Narrative:
Proposed Annexation of the northwest and southeast corners of Parker Road and Pine Lane and zoning of these properties to Modified Commercial.

Hearing Dates:
Planning Commission:
June 14, 2018

Town Council:
June 18, 2018 (1st Reading)
July 2, 2018 (2nd Reading)



RESOLUTION NO. 18-046, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE PINE LANE AND PARKER ROAD PROPERTIES FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Pine Lane and Parker Road Properties, and hereafter described in **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of the Property;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has

been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker, and no additional terms and conditions within the meaning of Colo. Rev. Stat. § 31-12-111 are to be imposed on the annexation of the Property.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of section 30 of article II of the state constitution and the applicable requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinances annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

PARCEL 1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89°47'29" EAST, A DISTANCE OF 2645.54 FEET;

THENCE S84°23'40"E, A DISTANCE OF 991.89 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.212 PINE LANE EAST ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096857 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE WITH THE EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP, RECORDED AT RECEPTION NO. 9002842 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°16'50" EAST, A DISTANCE OF 666.45 FEET TO THE WESTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.208 PINE LANE ELEMENTARY SCHOOL ANNEXATION 1 ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096727 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°43'10" EAST, A DISTANCE OF 533.60 FEET TO THE NORTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.168 PUBLIC SERVICE CREDIT UNION ANNEXATION MAP, RECORDED AT RECEPTION NO. 2006024808 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 65°36'56" WEST, A DISTANCE OF 508.61 FEET TO SAID EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (3) COURSES:

1. NORTH 24°23'04" WEST, A DISTANCE OF 435.60 FEET;
2. NORTH 21°27'04" WEST, A DISTANCE OF 293.11 FEET;
3. NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.381 ACRES, (408,647 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 SOUTH 89°03'35" WEST, A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF THE MAHR ANNEXATION ORDINANCE NO. 2.48 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 872 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 00°09'43" WEST, A DISTANCE OF 1,511.33 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77 TO THE TOWN OF PARKER RECORDED IN BOOK 896 AT PAGE 45 IN SAID RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 27°25'46" EAST, A DISTANCE OF 207.50 FEET TO THE NORTHERLY LINE OF THE HICKEY ANNEXATION ORDINANCE NO. 2.49 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 881 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (3) COURSES:

1. SOUTH 79°42'37" WEST, A DISTANCE OF 35.62 FEET;
2. SOUTH 00°09'43" EAST, A DISTANCE OF 824.76 FEET;
3. NORTH 87°39'49" EAST, A DISTANCE OF 401.29 FEET TO SAID SOUTHWESTERLY LINE OF SAID STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 24°20'11" EAST, A DISTANCE OF 186.69 FEET TO THE NORTHERLY LINE OF THE SUSSMAN ANNEXATION ORDINANCE NO. 2.80 TO THE TOWN OF PARKER RECORDED IN BOOK 959 AT PAGE 614 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 69°34'01" WEST, A DISTANCE OF 191.76 FEET;
2. SOUTH 00°40'13" EAST, A DISTANCE OF 273.67 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'29" WEST, A DISTANCE OF 300.00 FEET TO THE WESTERLY LINE OF THE PINE LANE ANNEXATION ORDINANCE NO. 2.86 TO THE TOWN OF PARKER RECORDED IN BOOK 1051 AT PAGE 527 IN SAID RECORDS;

THENCE ALONG THE WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 00°09'13" EAST, A DISTANCE OF 32.75 FEET;
2. SOUTH 89°23'06" WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID WESTERLY LINE NORTH 00°09'13" WEST, A DISTANCE OF 32.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.170 ACRES, (268,759 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.261, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE COMMERCIAL ENCLAVE PROPERTY LOCATED ADJACENT TO PARKER ROAD AND PINE LANE IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying, and being in the County of Douglas, State of Colorado; and

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described on attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker and, therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. No simultaneous rezoning of the above-described property is required pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the above-described property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the municipal laws of the State of Colorado pertaining to towns, and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interest of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in

Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file, for recording, one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly-annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. The Town Clerk shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 9. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 10. This annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

PARCEL 1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89°47'29" EAST, A DISTANCE OF 2645.54 FEET;

THENCE S84°23'40"E, A DISTANCE OF 991.89 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.212 PINE LANE EAST ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096857 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE WITH THE EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP, RECORDED AT RECEPTION NO. 9002842 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°16'50" EAST, A DISTANCE OF 666.45 FEET TO THE WESTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.208 PINE LANE ELEMENTARY SCHOOL ANNEXATION 1 ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096727 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°43'10" EAST, A DISTANCE OF 533.60 FEET TO THE NORTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.168 PUBLIC SERVICE CREDIT UNION ANNEXATION MAP, RECORDED AT RECEPTION NO. 2006024808 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 65°36'56" WEST, A DISTANCE OF 508.61 FEET TO SAID EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (3) COURSES:

1. NORTH 24°23'04" WEST, A DISTANCE OF 435.60 FEET;
2. NORTH 21°27'04" WEST, A DISTANCE OF 293.11 FEET;
3. NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.381 ACRES, (408,647 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 SOUTH 89°03'35" WEST, A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF THE MAHR ANNEXATION ORDINANCE NO. 2.48 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 872 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 00°09'43" WEST, A DISTANCE OF 1,511.33 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77 TO THE TOWN OF PARKER RECORDED IN BOOK 896 AT PAGE 45 IN SAID RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 27°25'46" EAST, A DISTANCE OF 207.50 FEET TO THE NORTHERLY LINE OF THE HICKEY ANNEXATION ORDINANCE NO. 2.49 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 881 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (3) COURSES:

1. SOUTH 79°42'37" WEST, A DISTANCE OF 35.62 FEET;
2. SOUTH 00°09'43" EAST, A DISTANCE OF 824.76 FEET;
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THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 24°20'11" EAST, A DISTANCE OF 186.69 FEET TO THE NORTHERLY LINE OF THE SUSSMAN ANNEXATION ORDINANCE NO. 2.80 TO THE TOWN OF PARKER RECORDED IN BOOK 959 AT PAGE 614 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 69°34'01" WEST, A DISTANCE OF 191.76 FEET;
2. SOUTH 00°40'13" EAST, A DISTANCE OF 273.67 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'29" WEST, A DISTANCE OF 300.00 FEET TO THE WESTERLY LINE OF THE PINE LANE ANNEXATION ORDINANCE NO. 2.86 TO THE TOWN OF PARKER RECORDED IN BOOK 1051 AT PAGE 527 IN SAID RECORDS;

THENCE ALONG THE WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 00°09'13" EAST, A DISTANCE OF 32.75 FEET;
2. SOUTH 89°23'06" WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID WESTERLY LINE NORTH 00°09'13" WEST, A DISTANCE OF 32.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.170 ACRES, (268,759 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 3.335, Series of 2018

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE COMMERCIAL ENCLAVE PROPERTY LOCATED ADJACENT TO PARKER ROAD AND PINE LANE TO MODIFIED COMMERCIAL DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, to Modified Commercial, pursuant to the Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned Modified Commercial, as provided in the **Exhibit B**, which is attached hereto and incorporated by this reference. The uses permitted by right and the uses permitted by special review are specifically described in Exhibit B.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience

and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S84°23'40"E, A DISTANCE OF 991.89 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.212 PINE LANE EAST ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096857 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE WITH THE EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP, RECORDED AT RECEPTION NO. 9002842 IN SAID RECORDS AND THE POINT OF BEGINNING;

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2. NORTH 21°27'04" WEST, A DISTANCE OF 293.11 FEET;
3. NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.381 ACRES, (408,647 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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2. SOUTH 00°40'13" EAST, A DISTANCE OF 273.67 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'29" WEST, A DISTANCE OF 300.00 FEET TO THE WESTERLY LINE OF THE PINE LANE ANNEXATION ORDINANCE NO. 2.86 TO THE TOWN OF PARKER RECORDED IN BOOK 1051 AT PAGE 527 IN SAID RECORDS;

THENCE ALONG THE WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 00°09'13" EAST, A DISTANCE OF 32.75 FEET;
2. SOUTH 89°23'06" WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID WESTERLY LINE NORTH 00°09'13" WEST, A DISTANCE OF 32.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.170 ACRES, (268,759 SQUARE FEET), MORE OR LESS.

EXHIBIT B

MODIFIED COMMERCIAL ZONING

A. Intent

Places for conducting any commercial, wholesale or service activities, not of an industrial nature.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Places of worship, church schools, hospitals, nursing homes, convalescent care facilities, day care facilities, public or private parking lots or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Auto parts stores
3. Auto and truck repairs
4. Auto body repair
5. Automobile service stations
6. Bakeries—wholesale and retail
7. Brewery/distillery
8. Car wash, automatic or coin operated
9. Contractor's offices only, no storage of equipment or trailers
10. Eating and drinking establishments, with or without drive-thru lanes
11. Motorized vehicles and equipment (on road and off road) sales: new and used
12. Packaging and shipping store
13. Photocopy reproduction
14. Printing and publishing
15. Radio and television offices and studios
16. Shopping centers

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning districts as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section C of this Exhibit B, are allowed as a use by special review.
2. Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:
 - a. This section shall not apply to the sale of Motorized Vehicles and Equipment.
 - b. Outdoor commercial display is defined as any items, goods or seasonal merchandise directly related to the commercial use conducted inside the principal building, which items, goods or merchandise are permanently displayed outside of the principal building for the purposes of sale to the general public at retail.

- c. This Section shall not be in conflict with or used to circumvent the requirements of Section 13.04.210 of the Parker Municipal Code.
- d. Outdoor commercial display shall only be considered as part of an approved site plan, to be reviewed in accordance with Chapter 13.06 of the Parker Municipal Code.
- e. Outdoor commercial display shall occur within fifteen (15) feet of the exterior walls of the principal building and shall not comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.
- f. Outdoor commercial display areas shall be identified by a permanent marking material, identifying the entire outdoor display area, as shown on the approved site plan for the property. Colored and/or stamped concrete paving, brick pavers or concrete pavers are acceptable. Painted stripes will not be acceptable. No outdoor commercial display will be permitted outside of the delineated display area.
- g. Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight (8) feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.
- h. The use of semi-trailers or temporary buildings shall not be permitted.
- i. All signage shall comply with Chapter 13.09 of the Parker Municipal Code.
- j. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved site plan.
- k. This Section shall not be in conflict with federal, state or local governmental requirements, including, but not limited to, the International Building Code, Department of Health or Fire District standards.

E. Minimum area and yard requirements.

- 1. Lot width, seventy-five (75) feet.
- 2. Front yard, ten (10) feet.
- 3. Side corner, ten (10) feet.
- 4. Side yards, no setback, except when adjoining a residential zone district, twenty-five (25) feet.
- 5. Rear yards, no setback, except when adjoining a residential zone district, twenty-five (25) feet.
- 6. Maximum building heights, sixty-five (65) feet.

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

HGD of Parker LLC

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See *Exhibit A* attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Stacey Neizer
Circulator

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Affidavit of Circulator was acknowledged before me this 6th day of March 2018, by Stacey Neizer.

My commission expires: 7-28-2021.

(SEAL)

Diane Y. Lewis
Notary Public



Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

Mile High Harley Davidson
6250 & 6280 E Pine Lane
Parker, CO 80138

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
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4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

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AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of Catherine Potter, SVP General Counsel and Secretary.

Circulator

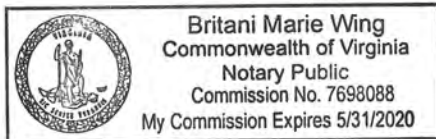
[ADI KUBO]

COMMON WEALTH OF VIRGINIA)
COUNTY OF Fairfax) ss.

The foregoing Affidavit of Circulator was acknowledged before me this 16th day of March 2018, by Udi Kubo.

My commission expires: 05.31.2020.

(SEAL)



Britani Marie Wing
Notary Public

PETITION: CARS MTI-1 L.P.

Legal Description of Property:

Lot 3-A of Peakview Center Amended situated in the Southwest Quarter of Section 10, Township 6 South and Range 66
West of the Sixth Principal Meridian, County of Douglas, State of Colorado

Mailing Address of Landowner:

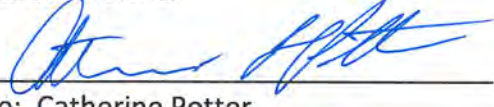
8484 Westpark Drive, Suite 200
McLean, VA 22102-4909

CARS MTI-1 L.P.

a Delaware limited partnership

By: CARS MTISPE-1, INC.

a Delaware corporation
its General Partner

By: 

Name: Catherine Potter

Title: SVP, General Counsel & Secretary

Date: March 16, 2018

Petition for Annexation

TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO

20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

HATTNER INVESTMENT GROUP LLC
THU HATTNER

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See **Exhibit A** attached hereto and incorporated herein by this reference.)

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AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

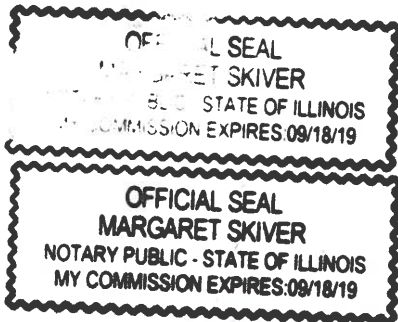
STATE OF COLORADO)
COUNTY OF COOK) ss.

March, 2018 The foregoing Affidavit of Circulator was acknowledged before me this 16 day of _____ by _____.

My commission expires: 9-18-19.

(SEAL)

Margaret Skiver
Notary Public



PETITION:

[Note: Add lines for all land owning petitioners who are requesting annexation]

G:\Planning\sgreen\DRIP\Development Assistance Packets 2007\Annexation\AnnexationPetition.doc

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

Peakview Parker, LLC

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
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The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

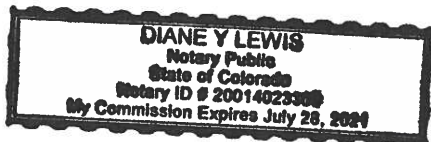
Edward D. Chandler
Circulator

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Affidavit of Circulator was acknowledged before me this 7th day of Feb, 2018, by Edward D. Chandler

My commission expires: 9-28-2021

(SEAL)



Diane Y. Lewis
Notary Public

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

54 Jaberz LLC

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

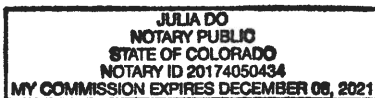
Chang H. Song
Circulator

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Affidavit of Circulator was acknowledged before me this 14th day of march, 2018, by Chang H. Song.

My commission expires: December 8, 2021.

(SEAL)



[Signature]
Notary Public

PETITION:

[Note: Add lines for all land owning petitioners who are requesting annexation]

[illegible]

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**
20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:
Lot 3, Gobbler's Nob

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

Petition for Annexation

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That Meyer J. Sussman was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of 4 pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Meyer J. Sussman
Circulator

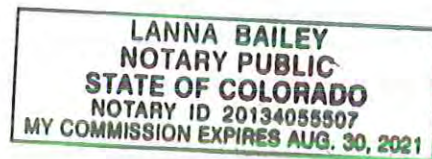
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing Affidavit of Circulator was subscribed, sworn to, and acknowledged before me this 29th day of March, 2018, by Meyer J. Sussman.

My commission expires: 08/30/2021.

(SEAL)

Lanna Bailey
Notary Public



Petition for Annexation

PETITION: Parker Road and Pine Lane Enclave Annexation
(Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation]

[illegible]

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**
20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:
Durham Douglas Properties, LLC

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
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 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
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 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

(S E A L)

Notary Public

Petition: Durham Douglas Properties LLC

Legal Description of Property:

Lot 2 of Peakview Center Amended situated in the Southwest Quarter of Section 10, Township 6 South and Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

Mailing Address of Landowner:

7217 Spring Creek Cir

Niwot CO 80503

Tim BATOR

Petition for Annexation

PETITION:

Annexation Name: Tim BAKER

[Note: Add lines for all land owning petitioners who are requesting annexation]

[illegible]

PINE LANE AND PARKER ROAD PROPERTIES

ANNEXATION MAP TO THE TOWN OF PARKER
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION - PARCEL 1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89°47'29" EAST, A DISTANCE OF 2645.54 FEET;

THENCE S84°23'40"E, A DISTANCE OF 991.89 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.212 PINE LANE EAST ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096857 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE WITH THE EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP, RECORDED AT RECEPTION NO. 9002842 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°16'50" EAST, A DISTANCE OF 666.45 FEET TO THE WESTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.208 PINE LANE ELEMENTARY SCHOOL ANNEXATION 1 ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096727 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°43'10" EAST, A DISTANCE OF 533.60 FEET TO THE NORTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.168 PUBLIC SERVICE CREDIT UNION ANNEXATION MAP, RECORDED AT RECEPTION NO. 2006024808 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 65°36'58" WEST, A DISTANCE OF 508.61 FEET TO SAID EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (3) COURSES:

- NORTH 24°23'04" WEST, A DISTANCE OF 435.60 FEET;
 - NORTH 21°27'04" WEST, A DISTANCE OF 293.11 FEET;
 - NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE **POINT OF BEGINNING**.
- CONTAINING AN AREA OF 9.381 ACRES; (408,647 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION - PARCEL 2

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 SOUTH 89°23'35" WEST, A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF THE MAHR ANNEXATION ORDINANCE NO. 2 48 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 872 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 00°09'43" WEST, A DISTANCE OF 1,511.33 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77 TO THE TOWN OF PARKER RECORDED IN BOOK 896 AT PAGE 45 IN SAID RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 97°25'46" EAST, A DISTANCE OF 186.69 FEET TO THE NORTHERLY LINE OF THE SUSSMAN ANNEXATION ORDINANCE NO. 2 80 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 881 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (3) COURSES:

- SOUTH 79°42'37" WEST, A DISTANCE OF 35.62 FEET;
- SOUTH 00°09'43" EAST, A DISTANCE OF 824.76 FEET;
- NORTH 87°39'49" EAST, A DISTANCE OF 401.29 FEET TO SAID SOUTHWESTERLY LINE OF SAID STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 24°20'11" EAST, A DISTANCE OF 186.69 FEET TO THE NORTHERLY LINE OF THE SUSSMAN ANNEXATION ORDINANCE NO. 2 80 TO THE TOWN OF PARKER RECORDED IN BOOK 959 AT PAGE 614 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

- SOUTH 69°34'01" WEST, A DISTANCE OF 191.76 FEET;
- SOUTH 00°40'13" EAST, A DISTANCE OF 273.67 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 89°47'29" WEST, A DISTANCE OF 300.00 FEET TO THE WESTERLY LINE OF THE PINE LANE ANNEXATION ORDINANCE NO. 2 86 TO THE TOWN OF PARKER RECORDED IN BOOK 1051 AT PAGE 527 IN SAID RECORDS;

THENCE ALONG THE WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

- SOUTH 00°09'13" EAST, A DISTANCE OF 32.75 FEET;
- SOUTH 89°23'06" WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID WESTERLY LINE NORTH 00°09'13" WEST, A DISTANCE OF 32.96 FEET TO THE **POINT OF BEGINNING**.

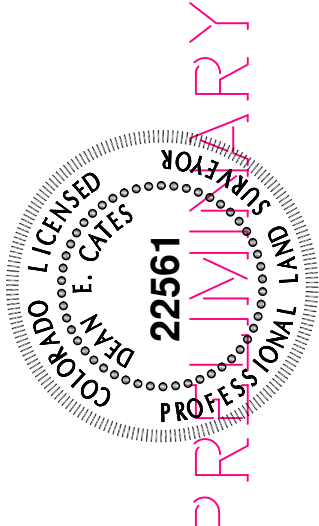
CONTAINING AN AREA OF 6.170 ACRES; (268,759 SQUARE FEET), MORE OR LESS.

NOTES

- BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89°47'29" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCELS OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS

_____ DAY OF _____, 2018 A.D. AT _____
A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

PINE LN AND PARKER RD PROPERTIES
DOUGLAS COUNTY, COLORADO
PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

SHEET
1
OF 3 SHEETS

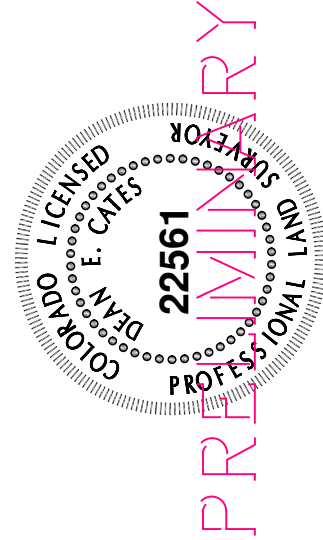
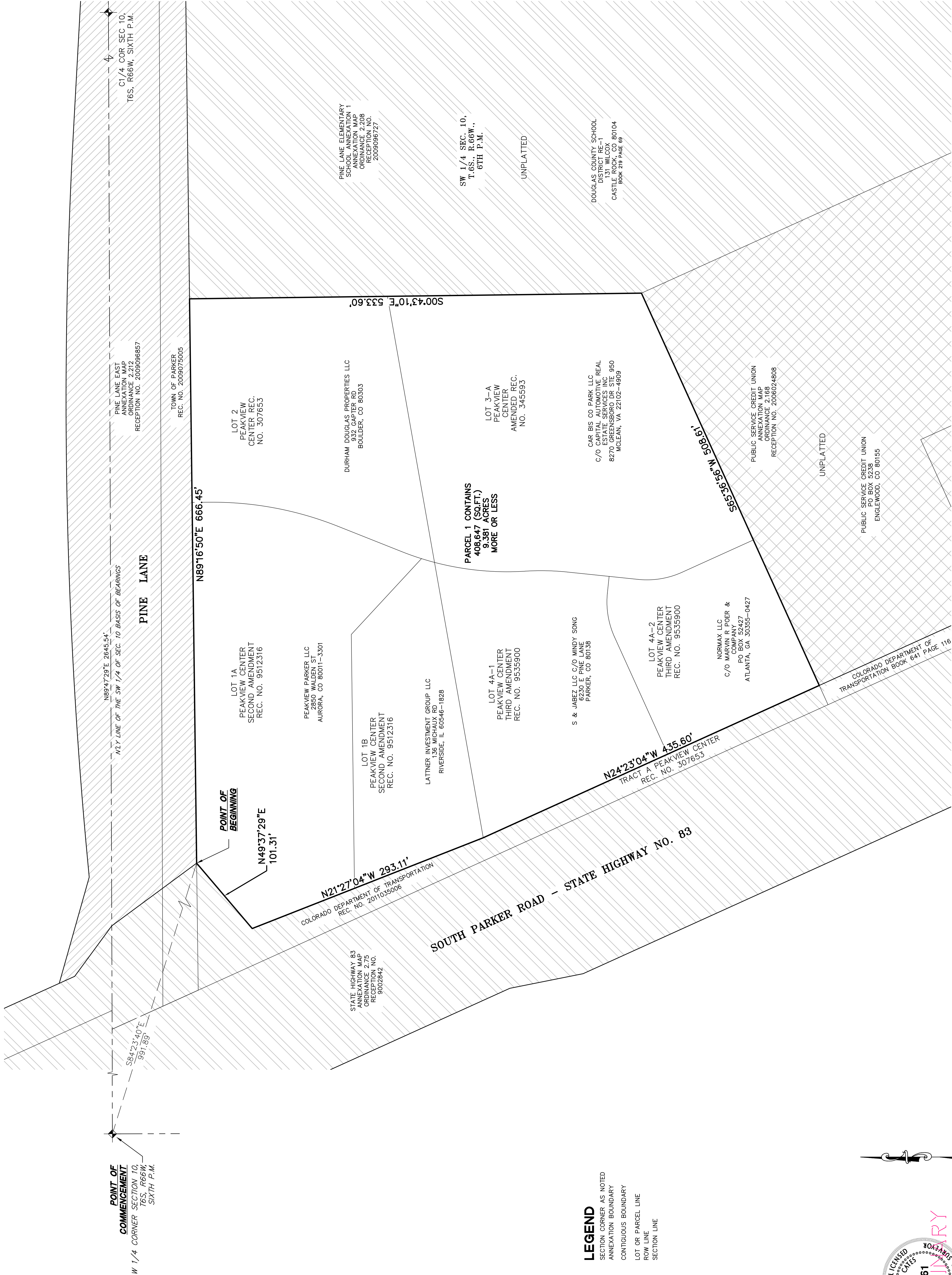
24918-09
JOB NO.

SCALE	NA	DATE	BY	REVISION DESCRIPTION	APPROVED	DATE
DEC	MDW					06/16/18

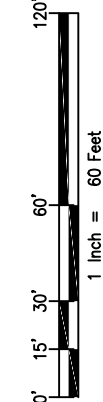
AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

PINE LANE AND PARKER ROAD PROPERTIES

ANNEXATION MAP TO THE TOWN OF PARKER
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



PINE LN AND PARKER RD PROPERTIES		THE TOWN OF PARKER DOUGLAS COUNTY, COLORADO	
20120 EAST MAINSTREET, PARKER, CO 80138		REPREPARED FOR	
JOB NO. 24916-09		SHEET 2	
OF 3		SHEETS	

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

DATE		DATE	DATE	DATE	DATE
BY		DATE	DATE	DATE	DATE
REVISION DESCRIPTION		DATE	DATE	DATE	DATE
UP-DATE PER COUNTY WEB SITE		DATE	DATE	DATE	DATE
SCALE		DATE	DATE	DATE	DATE
1"=60'		DATE	DATE	DATE	DATE
DEC		DATE	DATE	DATE	DATE
MDW		DATE	DATE	DATE	DATE
06/16/18		DATE	DATE	DATE	DATE

EXHIBIT B
MODIFIED COMMERCIAL ZONING

A. Intent

Places for conducting any commercial, wholesale or service activities, not of an industrial nature.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Places of worship, church schools, hospitals, nursing homes, convalescent care facilities, day care facilities, public or private parking lots or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Auto parts stores
3. Auto and truck repairs
4. Auto body repair
5. Automobile service stations
6. Bakeries—wholesale and retail
7. Brewery/distillery
8. Car wash, automatic or coin operated
9. Contractor's offices only, no storage of equipment or trailers
10. Eating and drinking establishments, with or without Drive-Thru Lanes
11. Motorized Vehicles and Equipment Sales: New and Used
12. Packaging and Shipping Store
13. Photocopy reproduction
14. Printing and publishing
15. Radio and television offices and studios
16. Shopping Centers

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning districts as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section C of this Exhibit B, are allowed as a use by special review.
2. Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:
 - a. Outdoor commercial display is defined as any items, goods or seasonal merchandise directly related to the commercial use conducted inside the principal building, which items, goods or merchandise are permanently

displayed outside of the principal building for the purposes of sale to the general public at retail.

- b. This Section shall not be in conflict with or used to circumvent the requirements of [Section 13.04.210](#) of this Chapter.
- c. Outdoor commercial display shall only be considered as part of an approved site plan, to be reviewed in accordance with [Chapter 13.06](#) of this Title.
- d. Outdoor commercial display shall occur within fifteen (15) feet of the exterior walls of the principal building and shall not comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.
- e. Outdoor commercial display areas shall be identified by a permanent marking material, identifying the entire outdoor display area, as shown on the approved site plan for the property. Colored and/or stamped concrete paving, brick pavers or concrete pavers are acceptable. Painted stripes will not be acceptable. No outdoor commercial display will be permitted outside of the delineated display area.
- f. Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight (8) feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.
- g. The use of semi-trailers or temporary buildings shall not be permitted.
- h. All signage shall comply with [Chapter 13.09](#) of this Title.
- i. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved site plan.
- j. This Section shall not be in conflict with federal, state or local governmental requirements, including, but not limited to, the International Building Code, Department of Health or Fire District standards.

E. Minimum area and yard requirements.

- 1. Lot width, seventy-five (75) feet.
- 2. Front yard, ten (10) feet.
- 3. Side Corner, ten (10) feet.
- 4. Side yards, no setback, except when adjoining a residential zone district, twenty-five (25) feet.
- 5. Rear yards, no setback, except when adjoining a residential zone district, twenty-five (25) feet.
- 6. Maximum building heights, sixty-five (65) feet.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and CARS MTI-1, L.P., a Delaware limited partnership, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming,

such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail, with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town:

Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner:

CARS MTI-1, L.P.
Attn: General Counsel
8484 Westpark Drive, Suite 200
McLean, Virginia 22102

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

PROPERTY OWNER: CARS MTI-1, L.P., a Delaware limited partnership

By: CARS MTISPE-1, INC., a Delaware corporation, its General Partner

By: _____

[name/title]

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of CARS MTISPE-1, INC., a Delaware corporation, the General Partner of, by CARS MTI-1, L.P., a Delaware limited partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 3-A of Peakview Center Amended, situated in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

EXHIBIT B

A. CAR MTI-I LP

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the "Owner Incentive Payment"). The Owner Incentive Payment will be made by the Town to the Property Owner on or before July 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

B. HOW-AURORA, LLC, aka Mile High Harley-Davidson (the "Retail Business")

The Town, as an additional incentive to annex the Property into the Town, will share with the Retail Business sales taxes that are generated by the Retail Business and collected by the Town over a 2-year term commencing on July 1, 2018, and ending on June 30, 2020, as described in this Exhibit B. The Town levies a three percent (3%) sales tax on the sale at retail of tangible personal property and the furnishing of certain services (the "Town Sales Tax"), of which one-half percent (0.5%) of the Town Sales Tax is dedicated to parks and recreation as provided by Section 4.02.080(b) of the Parker Municipal Code (the "Parks and Recreation Tax"). The Town agrees to share fifty percent (50%) of the Town Sales Tax generated by the Retail Business and collected by the Town, excluding the Parks and Recreation Tax. The Town Sales Tax collected by the Town, excluding the Parks and Recreation Tax, will be segregated by the Town Finance Director in the Town General Fund and will be dispersed to the Retail Business on a quarterly basis commencing July 1, 2018. The sharing of Town Sales Tax, as described herein, is personal to the Retail Business and if, during the 2-year term, the Retail Business ceases operation, the sharing of Town Sales Tax shall automatically terminate and no further sharing of Town Sales Tax shall occur after the date of such termination.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and Durham Douglas Properties, LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming,

such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town:

Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner:

Durham Douglas Properties, LLC
Attn: Tim Bator
932 Gapter Road
Boulder, Colorado 80303

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

**PROPERTY OWNER: DURHAM
DOUGLAS PROPERTIES, LLC**

By: _____
Tim Bator, _____ [print title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Tim Bator, as _____ of Durham Douglas Properties, LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 2 of Peakview Center, situated in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

EXHIBIT B

DURHAM DOUGLAS PROPERTIES, LLC

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the “Owner Incentive Payment”). The Owner Incentive Payment will be made by the Town to the Property Owner on or before August 1, 2019.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and HGD of Parker, LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming,

such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town:

Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner:

HGD of Parker, LLC
Attn: Harvey Bolejack
12730 Pine Lane Street
Parker, Colorado 80134

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

**PROPERTY OWNER: HGD of Parker,
LLC**

By: _____
Harvey Bolejack, _____ [*print title*]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Harvey Bolejack, as _____ of HGD of Parker, LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 1A Goblers Nob, County of Douglas, State of Colorado, recorded in the real estate records of the Douglas County Clerk and Recorder's Office at Reception No. 181406

EXHIBIT B

A. HGD OF PARKER, LLC

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the “Owner Incentive Payment”). The Owner Incentive Payment will be made by the Town to the Property Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

B. Bonaroo Tattoo (the “Retail Business”)

Chris Davis, 12539 S. Parker Road, Parker, CO 80134 (720.666.0611)
(boldwillholdindustries@gmail.com)

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax generating Retail Business Owners with less than four full-time employees (the “Owner Incentive Payment”), of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

C. Natural Bodyworks (the “Retail Business”)

Sean Thompson, 12539 S. Parker Road, Parker, CO 80134 (720.325.9886) (drsean@live.com)

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax generating Retail Business Owners with less than four full-time employees (the “Owner Incentive Payment”), of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and Lattner Investment Group LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming,

such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town:

Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner:

Lattner Investment Group LLC
Attn: Tim Lattner
136 Michaux Road
Riverside, Illinois 60546

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

**PROPERTY OWNER: LATTNER
INVESTMENT GROUP LLC**

By: _____
Tim Lattner, President

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Tim Lattner, as President of Lattner Investment Group LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 1B of Peakview Center 2nd Amendment, situated in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

EXHIBIT B

A. LATTNER INVESTMENT GROUP LLC

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the “Owner Incentive Payment”). The Owner Incentive Payment will be made by the Town to the Property Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and Peakview Parker LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming, such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent

provided by Section 13.04.230 of the Parker Municipal Code, as amended. The Town further acknowledges and agrees that the existing 50-square-foot, 2-sided pole sign located on the Property is nonconforming, but shall be permitted as a legal nonconforming sign to the extent provided by Section 13.09.100 of the Parker Municipal Code, as amended; provided that this sign may be changed to remove the Harley-Davidson logo and the existing sign cabinet, which changes are not deemed by the Town to increase the noncompliance of this sign within Chapter 13.09 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with

the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner: Peakview Parker LLC
Attn: Don Chandler
2850 Walden Street
Aurora, Colorado 80011

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

**PROPERTY OWNER: PEAKVIEW
PARKER LLC**

By: _____
Edward Chandler, Member

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Edward Chandler, as Member of Peakview Parker LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 1A of Peakview Center 2nd Amendment, situated in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

EXHIBIT B

A. PEAKVIEW PARKER LLC

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the "Owner Incentive Payment"). The Owner Incentive Payment will be made by the Town to the Property Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

B. SPA BROKERS, INC (the "Retail Business")

The Town, as an additional incentive to annex the Property into the Town, will share with the Retail Business sales taxes that are generated by the Retail Business and collected by the Town over a 2-year term commencing on August 1, 2018, and ending on June 30, 2020, as described in this Exhibit B. The Town levies a three percent (3%) sales tax on the sale at retail of tangible personal property and the furnishing of certain services (the "Town Sales Tax"), of which one-half percent (0.5%) of the Town Sales Tax is dedicated to parks and recreation, as provided by Section 4.02.080(b) of the Parker Municipal Code (the "Parks and Recreation Tax"). The Town agrees to share fifty percent (50%) of the Town Sales Tax generated by the Retail Business and collected by the Town, excluding the Parks and Recreation Tax. The Town Sales Tax collected by the Town, excluding the Parks and Recreation Tax, will be segregated by the Town Finance Director in the Town General Fund and will be dispersed to the Retail Business on a quarterly basis commencing August 1, 2018. The sharing of Town Sales Tax, as described herein, is personal to the Retail Business and if, during the 2-year term, the Retail Business ceases operation, the sharing of Town Sales Tax shall automatically terminate and no further sharing of Town Sales Tax shall occur after the date of such termination.

C. PEOPLE'S CLEANERS (the "Retail Business")

Tony Popoca, 6220 Pine Lane, Parker, CO 80138 (303.841.4006) (tonypopoca@live.com) 2 Employees

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax-generating Retail Business Owners with fewer than four (4) full-time employees (the "Owner Incentive Payment") of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

D. LOCKER ROOM SPORTS (the "Retail Business")

Michael Vavra, 6218 Pine Lane, Parker, CO 80138 (303.840.5310) (coacheschoicel@hotmail.com) 3 Employees

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax-generating Retail Business Owners with fewer than four (4) full-time

employees (the “Owner Incentive Payment”) of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

E. **LEE’S TAILOR (the “Retail Business”)**

Ann Park, 6216 Pine Lane, Parker, CO 80138 (303.841.9433) (annpark913@gmail.com) 1 Employee

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax-generating Retail Business Owners with fewer than four (4) full-time employees (the “Owner Incentive Payment”), of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

F. **E&E DANCE COMPANY (the “Retail Business”)**

Bryan and Amanda Schmidt, 6214 Pine Lane, Parker, CO 80138 (720.295.2691) (bryan@eedancecompany.com) 3 Employees

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax-generating Retail Business Owners with fewer than four (4) full-time employees (the “Owner Incentive Payment”) of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

G. **AWAKEN CHIROPRACTIC, LLC (the “Retail Business”)**

Dr. Alex Willard, 6222 Pine Lane, Parker, CO 80138 (303.435.0008) (alexwillard1@icloud.com) 2 Employees

The Town, as an additional incentive to annex the Property into the Town, will make a one-time payment to non-tax-generating Retail Business Owners with fewer than four (4) full-time employees (the “Owner Incentive Payment”), of Two Thousand Five Hundred Dollars (\$2,500). The Owner Incentive Payment will be made by the Town to the Business Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this 22nd day of March, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and Pine Lane Plaza, LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property Modified Commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent

existing uses, buildings or structures, which are associated with the Property, are nonconforming, such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended. The Town further acknowledges and agrees that the Property is currently used as overflow parking and truck turn around for Lot 4, Goblers Nob, Town of Parker, Colorado, recorded in the real estate records of Douglas County Clerk and Records Office at Reception No. 181406.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail, with

the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner: Pine Lane Plaza, LLC
Attn: Meyer Sussman
6800 S. Dawson Drive, Suite 201
Englewood, Colorado 80112

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

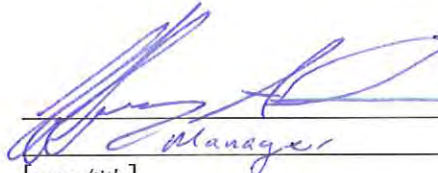
By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

PROPERTY OWNER: PINE LANE PLAZA,
LLC

By:



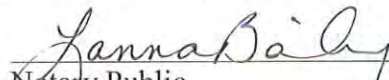
[name/title]

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 22nd day of March,
2018, by Jeffrey Sussman, as Manager of Pine Lane Plaza, LLC.

My commission expires: 08/30/2021.

SEAL



Notary Public

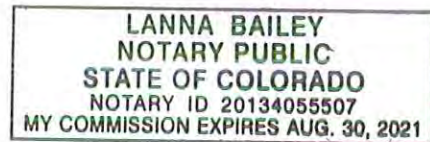


EXHIBIT LIST

Exhibit A	Legal Description of Property
Exhibit B	Incentive

EXHIBIT A

Legal Description

Lot 3 Goblers Nob, County of Douglas, State of Colorado, recorded in the real estate records of the Douglas County Clerk and Recorder's Office at Reception No. 181406

EXHIBIT B

The Town, as an incentive to annex the Property into the Town:

- A. At its sole cost and expense, and subject to Property Owner's approval, which shall not be unreasonably withheld or delayed shall prepare or cause to be prepared any and all documents, including without limitation, maps required in connection with the Annexation. It is the intent hereof that the Property Owner shall not incur any expense in connection with the subject matter of this Agreement, including, without limitation, the Annexation; and
- B. Will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the "Owner Incentive Payment"). The Owner Incentive Payment will be made by the Town to the Property Owner on or before July 1, 2019.

ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District"), and S & Jabez, LLC, or successors or assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (as to the extent set forth in paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development. The Property Owner hereby consents to zoning the Property modified commercial pursuant to Ordinance No. 3.335 adopted contemporaneously with this Agreement (the "Zoning Ordinance"). The Town acknowledges and agrees that to the extent existing uses, buildings or structures which are associated with the Property are nonconforming,

such uses, buildings or structures shall be permitted as legal nonconforming uses to the extent provided by Section 13.04.230 of the Parker Municipal Code, as amended.

5. In consideration of the Property Owner consenting to annexation of the Property, the Town agrees to provide the Property Owner with the incentive described in **Exhibit B**, which is attached hereto and incorporated by this reference.

6. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

7. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

8. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

9. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

12. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town:

Town of Parker
Attn: Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

To the Property Owner:

S & Jabez, LLC
Attn: Mindy Song
6230 Pine Lane
Parker, Colorado 80138

13. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PARKER WATER AND SANITATION
DISTRICT (as to Paragraph 3 only)**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Engineering Secretary

PROPERTY OWNER: S & JABEZ, LLC

By: _____
Chang Song, Majority Shareholder

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Chang Song, as Majority Shareholder of S & Jabez, LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Incentive

EXHIBIT A

Legal Description

Lot 4A-1 of Peakview Center 3rd Amendment, situated in the Southwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado

EXHIBIT B

A. S & JABEZ, LLC

The Town, as an incentive to annex the Property into the Town, will make a one-time payment of Two Thousand Five Hundred Dollars (\$2,500) to the Property Owner (the "Owner Incentive Payment"). The Owner Incentive Payment will be made by the Town to the Property Owner on or before August 1, 2019. Additionally, the Town will waive site plan application fees for any site plan submitted for the Property within two (2) years of the date of this Agreement.

B. SUPER 8 MOTEL (the "Retail Business")

The Town, as an additional incentive to annex the Property into the Town, will share with the Retail Business sales taxes that are generated by the Retail Business and collected by the Town over a 2-year term commencing on August 1, 2018, and ending on June 30, 2020, as described in this Exhibit B. The Town levies a three percent (3%) sales tax on the sale at retail of tangible personal property and the furnishing of certain services (the "Town Sales Tax"), of which one-half percent (0.5%) of the Town Sales Tax is dedicated to parks and recreation as provided by Section 4.02.080(b) of the Parker Municipal Code (the "Parks and Recreation Tax"). The Town agrees to share fifty percent (50%) of the Town Sales Tax generated by the Retail Business and collected by the Town, excluding the Parks and Recreation Tax. The Town Sales Tax collected by the Town, excluding the Parks and Recreation Tax, will be segregated by the Town Finance Director in the Town General Fund and will be dispersed to the Retail Business on a quarterly basis commencing August 1, 2018. The sharing of Town Sales Tax, as described herein, is personal to the Retail Business and if, during the 2-year term, the Retail Business ceases operation, the sharing of Town Sales Tax shall automatically terminate and no further sharing of Town Sales Tax shall occur after the date of such termination.